

Network Solutions

FREE OFFERS

WHOIS

VIEW ORDER

CUSTOMER SERVICE

ACCOUNT MANAG

HOME REGISTER A DOMAIN CREATE A WEB SITE BUY E-MAIL PURCHASE HOSTING PROMOTE YOUR SITE GROW YOUR BUSINESS TRANSFER YOUR DOMAIN

SERVICE AGREEMENT

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This is Service Agreement Version Number 7.1.

1. INTRODUCTION. In this Service Agreement ("Agreement"), "you" and "your" refer to each customer ("Customer") and its agents, including each person listed in your account information as being associated with your account, and "we", "us" and "our" refer collectively to Network Solutions, LLC and its wholly-owned subsidiaries ("Network Solutions"). This Agreement explains our obligations to you, and your obligations to us in relation to the Network Solutions service(s) you purchase. By purchasing Network Solutions service(s) you agree to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Network Solutions service(s) or to modify or cancel your Network Solutions service(s) (even if we were not notified of such authorization), this Agreement as amended covers any such service or actions. Additionally, you agree that each person listed in your account information as being associated with your account for any services provided to you (including, but not limited to, domain name registration services) is your agent with full authority to act on your behalf with respect to such services in accordance with the permissions granted, and that the Primary Contact and Account Administrative Contact for your account shall have the authority, without limitation, to terminate, transfer (where transfer is permitted by the Agreement), or modify such services or your account information, or purchase additional services. Any acceptance of your application(s) or requests for our services and the performance of our services will occur at our offices in Herndon, Virginia, the location of our principal places of business. Except as otherwise expressly set forth in this Agreement, you agree that if you list, directly or by default, Network Solutions as a contact for your account and/or any of the services in your account, we have the right, without notice, to remove our name and/or information from any such account or service and to replace the same with the name and/or information provided by you for any other contact associated with that account or service.

2. VARIOUS SERVICES. Sections 1 through 30 apply to any and all Network Solutions services that you purchase. The terms and conditions set forth in Schedules A through S of this Agreement apply only to customers who have purchased the Network Solutions services referenced in those Schedules. In the event of any inconsistency between the terms of Sections 1 through 30 and the terms of Schedules A through S, the terms of Schedules A through S shall control with regard to the applicable Network Solutions service. **IMPORTANT NOTICE CONCERNING BUNDLED SERVICES:** If you purchase Network Solutions services that are sold together as a "bundled" package (e.g., you select a Web Site

package that includes both a domain name and a Network Solutions Web Site, as opposed to your purchasing such services separately), termination of any part of the services will result in termination of all Network Solutions services provided as part of the bundled package. Please see Section 10(d) of this Agreement for more information.

3. FEES, PAYMENT AND TERM OF SERVICE. As consideration for the services you purchased, you agree to pay Network Solutions the applicable service(s) fees set forth on our Web site at the time of your selection, or, if applicable, upon receipt of your invoice from Network Solutions. All fees are due immediately and are non-refundable, except as otherwise expressly noted in one or more of Schedules A through S. If you qualify, we may extend payment terms to you under our Business Account Credit Program. Unless otherwise specified herein or on our Web site, each Network Solutions service is for a one-year initial term and renewable thereafter for successive one to ten-year terms, as set forth during the renewal process. Any renewal of your services with us is subject to our then current terms and conditions, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, the domain name registry's acceptance of your domain name registration. Except with respect to service to which you subscribe on a monthly basis, we will endeavor to provide you notice prior to the renewal of your services at least fifteen (15) days in advance of the renewal date. Additional payment terms may apply to the Network Solutions services you purchase, as set forth in the applicable Schedules to this Agreement. We may provide you with an opportunity to "opt in" to our automatic renewal process in accordance with the instructions (and subject to your agreement to the terms and conditions pertaining to that process) on our Web site. You agree that if you use of our auto-renew service, we will attempt to renew your service approximately forty-five (45) days prior to its expiration, for the same term then-currently in place for the service, and at the then-current price for the service. You acknowledge and agree that the renewal price may be higher or lower than the price you paid for the then-current term of the service, and that we are authorized to charge your credit card on file for the renewal of the service(s). In any event, you are solely responsible for the credit card information you provide to Network Solutions and must promptly inform Network Solutions of any changes thereto (e.g., change of expiration date or account number). In addition, you are solely responsible for ensuring the services are renewed. Network Solutions shall have no liability to you or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the services. In order to process a renewal under our auto-renew service, we may use third-party vendors for the purpose of updating the expiration date of your credit card on file. Such third-party vendors maintain relationships with various credit card issuers and may be able to provide us with the updated expiration date for your credit card by comparing the information we have on file with the information the third-party has on file. By selecting our auto-renew service, you acknowledge and agree that we may share your credit card information with such a third-party vendor for the purpose of obtaining any update to your credit card expiration date. You agree to pay all value added, sales and other taxes (other than taxes based on Network Solutions income) related to Network Solutions services or payments made by you hereunder. All payments of fees for Network Solutions services shall be made in U.S. dollars. Set up fees, if any, will become payable on the applicable effective date for the applicable Network Solutions services. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less.

4. ACCURATE INFORMATION. You agree to: (1) provide certain true, current, complete and accurate information about you as required by the application process; and (2) maintain and update according to our modification procedures the information you provided to us when purchasing our services as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services. You agree that Network Solutions (itself or through its third party service providers) is authorized, but not obligated, to use Coding Accuracy Support System (CASS) certified software and/or the National Change of Address program (and/or such other systems or programs as may be recognized by the United States Postal Service or other international postal authority for updating and/or standardizing address information) to change any address information associated with your account (e.g., registrant address, billing contact address, etc.), and you agree that Network Solutions may use and rely upon any such changed address information for all purposes in connection with your account (including the sending of invoices and other important account information) as though such changes had been made directly by you.

5. PRIVACY. Our privacy statement, (a) for Web sites and/or value added services purchased through www.netsolwebsites.com is located on our Web site at <http://wsm.ezsitedesigner.com/privacy/PrivacyPolicy.html> and is incorporated herein by reference, as it is applicable to such Web site purchases (other services purchased through www.netsolwebsites.com, including, but not limited to, domain name registrations, are covered by

the privacy statement set forth on our Web site at http://www.networksolutions.com/en_US/legal/privacy-policy.jhtml), (b) for Network Solutions services purchased through www.mycomputer.com is located on our Web site at http://www.mycomputer.com/agreements/privacy_policy.html and is incorporated herein by reference for all such Network Solutions services; and (d) for all other Network Solutions services is located on our Web site at http://www.networksolutions.com/en_US/legal/privacy-policy.jhtml and is incorporated herein by reference for all such Network Solutions services. The applicable privacy statement sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us except as otherwise expressly provided in one or more of the Schedules attached hereto. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

6. OWNERSHIP. Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Network Solutions services identified herein ("Network Solutions Intellectual Property Rights") are owned by Network Solutions or its licensors, and you agree to make no claim of interest in or ownership of any such Network Solutions Intellectual Property Rights. You acknowledge that no title to the Network Solutions Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the Network Solutions or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by Network Solutions and all right, title and interest in and to each such Derivative Work shall automatically vest in Network Solutions. Network Solutions shall have no obligation to grant you any right in any such Derivative Work.

7. EXCLUSIVE REMEDY. YOU AGREE THAT OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY NETWORK SOLUTIONS SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL NETWORK SOLUTIONS, ITS LICENSORS AND CONTRACTORS (INCLUDING THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE FOR WEBSITES FROM NETWORK SOLUTIONS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF NETWORK SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN NETWORK SOLUTIONS'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. Network Solutions and its licensors and contractors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of god; (4) loss or liability resulting from the unauthorized use or misuse of your account number, password or security authentication option; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this agreement; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of your web site or your Network Solutions web site; (8) loss or liability from your

inability to use our e-mail service, web site manager service or any component of the subscription service (for websites from Network Solutions); (9) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agent's failure to pay any fees, including the initial registration fee or reregistration fee; (10) loss or liability as a result of the application of our dispute policy; or (11) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in xml, xkms, or any other standard not under Network Solutions sole control.

8. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF OUR SERVICE(S) OR OUR LICENSORS' SERVICES IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. WE AND OUR LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER NETWORK SOLUTIONS NOR OUR LICENSORS MAKE ANY WARRANTY THAT SERVICE(S) LICENSED HEREUNDER WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE OR OUR LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

9. INDEMNITY. You agree to release, indemnify, defend and hold harmless Network Solutions and any of our (or their) contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) the Network Solutions services or your use of such services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of our operating rules or policies relating to the service(s) provided, (e) any information or data you supplied to Network Solutions, including, without limitation, any misrepresentation in your application, if applicable, (f) the inclusion of meta-tags or other elements in any website created for you or by you via the Network Solutions services, or (g) any information, material, or services available on your licensed Network Solutions Web Site. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. We shall have the right to participate in any defense by you of a third-party claim related to your use of any of the Network Solutions services, with counsel of our choice at our own expense. We shall reasonably cooperate in the defense at your request and expense. You shall have sole responsibility to defend us against any claim, but you must receive our prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

10. TERMINATION.

a. By You. You may terminate this Agreement upon at least thirty (30) days written notice to Network Solutions for any reason.

b. By Us. We may terminate this Agreement or any part of the Network Solutions services at any time in the event you breach any obligation hereunder, fail to respond within ten (10) calendar days to an inquiry from us concerning the accuracy or completeness of the information referred to in Section 4 of this Agreement, if we determine in our sole discretion that you have violated the Network Solutions Acceptable Use Policy, which is located on our Web site at http://www.networksolutions.com/en_US/legal/aup.jhtml and is incorporated herein and made part of this Agreement by reference, or upon thirty (30) days prior written notice if we terminate or

significantly alter a product or service offering.

c. **Effect of Termination.** Network Solutions will cease charging your credit card, if applicable, for any monthly service fees as of the expiration of the monthly billing cycle in which the termination is effective. Unless otherwise specified in writing by Network Solutions, you will not receive any refund for payments already made by you as of the date of termination, and, you may incur additional fees (in the case of a monthly or annual subscription being paid over time, as provided in various Schedules below). If termination of this Agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs Network Solutions incurs in closing your account. You agree to pay any and all costs incurred by Network Solutions in enforcing your compliance with this Section. Upon termination, you shall destroy any copy of the materials licensed to you hereunder and referenced herein. You agree that upon termination or discontinuance for any reason, we may delete all information related to you on the Network Solutions service, if applicable. In addition to the terms set forth herein, certain Network Solutions services may have additional terms regarding termination, which are set forth in the applicable Schedule.

d. **Effect of Termination of Bundled Services.** In addition to the terms set forth in subsection 10(c) above, if you purchase Network Solutions services which are sold together as part of a "bundled" package of services, any termination relating to such bundle will terminate all Network Solutions services included in such bundle. For instance, any domain name registered with or maintained by Network Solutions under this Agreement (but not including any domain names you may have registered, either with Network Solutions or a third-party registrar, separately and not as part of a bundled service) will be cancelled and may thereafter be available for registration by another party. Upon the effective date of termination, Network Solutions will no longer provide the bundled services to you, any licenses granted you shall immediately terminate, and you shall cease using such services immediately; provided, however, that we may, in our sole discretion and subject to your agreeing to be bound by the applicable agreement(s) and to pay the applicable fees, allow you to convert certain services included in the bundled services to stand alone services.

11. REPRESENTATIONS AND WARRANTIES. You agree and warrant that: (i) neither your registration nor use of any of the Network Solutions services nor the manner in which you intend to use such Network Solutions services will directly or indirectly infringe the legal rights of a third party, (ii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iii) you have selected the necessary security option(s) for your domain name registration record, (iv) you are of legal age to enter into this Agreement (or you are at least 13 years of age and have your parents' permission to apply for services hereunder); and (v) you agree to comply with all applicable laws and regulations.

12. MODIFICATIONS TO AGREEMENT. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the service(s) on Network Solutions Web sites, or upon notification to you by e-mail or United States mail. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, except as noted in one or more of Schedules A through S, but you will not incur any additional fees. By continuing to use Network Solutions services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Network Solutions is authorized to alter or amend the terms and conditions of this Agreement.

13. ACCOUNT ACCESS. To access or use the Network Solutions services or to modify your account, you may be required to establish an account and obtain a login name, account number, password and/or passphrase. You authorize us to process any and all account transactions initiated through the use of your password and/or passphrase. You are solely responsible for maintaining the confidentiality of your password and passphrase. You must immediately notify us of any unauthorized use of your password or passphrase, and you are responsible for any unauthorized activities, charges and/or liabilities made through your password or passphrase. In no event will we be liable for the unauthorized use or misuse of your login name, account number, password or passphrase.

14. AGENTS. You agree that, if your agent, (e.g., your Primary Contact or Account Administrative Contact, Internet Service Provider, employee) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the domain name dispute policy. Your continued use of our services ratifies any unauthorized actions of your agent. By using your login name, account number or password, or otherwise purporting to act on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement, that he or she has apprised you of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on your behalf. In addition, you are responsible for any errors made by your agent.

15. RESERVED

16. RIGHT OF REFUSAL. We, in our sole discretion, reserve the right to refuse to register your chosen domain name, issue you a digital certificate, or register you for other Network Solutions service(s), or to delete your chosen domain name within the first thirty (30) calendar days from receipt of your payment for such services. In the event we do not register your chosen domain name, issue you a digital certificate, or register you for other Network Solutions service(s), or we delete your chosen domain name or other Network Solutions service(s) within such thirty (30) calendar day period, we agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register your chosen domain name, refusal to issue a digital certificate, the deletion of your chosen domain name or refusal to register you for other Network Solutions service(s).

17. NOTICES AND ANNOUNCEMENTS. (a) Except as expressly provided otherwise herein, all notices to Network Solutions shall be in writing and delivered via overnight courier or certified mail, return receipt requested to Network Solutions, LLC, Attention: Legal Department, 13200 Woodland Park Drive, Herndon, Virginia 20171-3025. All notices to you shall be delivered to your mailing address or e-mail address as provided in your account information (as updated by you pursuant to this Agreement) or to any e-mail address associated with your domain name registration(s) with Network Solutions. (b) You authorize us to contact you as our customer via telephone, at the number provided by you in your account information (as updated by you pursuant to this Agreement), which telephone number is incorporated herein by reference, e-mail or postal mail regarding information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails, telephone solicitations and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters.

18. SEVERABILITY. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

19. ENTIRE AGREEMENT. You agree that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between you and us regarding our services and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by you for the Services.

20. ASSIGNMENT AND RESALE. Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to resell any of the Services without Network Solutions prior express written consent.

21. GOVERNING LAW.

a. Except as provided in Section 21(b) below, and as set forth in Schedule A, Paragraph 7, concerning domain name disputes brought by a third party, you and Network Solutions agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the Commonwealth of Virginia, United States of America, excluding its conflict of laws rules. You and we each agree to submit to exclusive subject matter jurisdiction,

personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division for any disputes between us under or arising out of this Agreement. If there is no jurisdiction in the United States District Court for the Eastern District of Virginia, Alexandria Division, for any disputes between us under or arising out of this Agreement you and we agree that jurisdiction shall be in the courts of Fairfax County, Fairfax, Virginia.

b. Reserved.

c. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement.

d. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

22. AGREEMENT TO BE BOUND. By applying for a Network Solutions service(s) through our online application process or otherwise, or by using the service(s) provided by Network Solutions under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and documents incorporated by reference.

23. INDEPENDENT PARTIES. Neither party nor their employees, consultants, contractors or agents are agents, employees or joint ventures of the other party, and they do not have any authority to bind the other party by contract or otherwise to any obligation. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

24. WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of Network Solutions. The remedies of Network Solutions under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach.

25. EXPORT RESTRICTIONS. You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your products incorporating or using any Network Solutions services in violation of the laws and regulations of any applicable jurisdiction.

26. U.S. Government Users. In the event any software is provided by Network Solutions to a U.S. Government User, the software and accompanying documentation which are used as part of the Network Solutions service are "commercial items," as such terms are defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sep 1995) and is provided to the U.S. Government only as a commercial end item. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (Jun 1995), all U.S. Government entities acquiring the use of the Service and accompanying documentation shall have only those rights set forth herein.

27. FORCE MAJEURE. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Network Solutions may immediately terminate this Agreement.

28. HEADINGS. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

29. SURVIVAL. In the event this Agreement terminates as provided herein, Sections 1, 2, 3, 6, 7, 8, 9, 10(c), 10(d), 14, and 17 through 29 of this Agreement shall survive such expiration or termination.

30. AIRLINE FREQUENT FLYER MILES. Network Solutions may provide you with the opportunity to receive airline frequent flyer miles ("Miles") with select airlines as determined by Network Solutions, in its sole discretion from time to time, for qualifying purchases in accordance with the terms and conditions set forth on our Web site. You acknowledge and agree that (a) any Miles accrued and awards issued are subject to the terms and conditions of the applicable frequent flyer program, (b) all applicable taxes and fees related to such Miles and/or award travel are your responsibility, (c) in order to earn Miles for qualifying purchases the name on your Network Solutions account and the applicable frequent flyer account must match, (d) Network Solutions has your permission to provide your account information to the applicable airline granting any such Miles, (e) you will only be eligible to receive up to one hundred thousand (100,000) American Airlines® AAdvantage® Miles during a 12-month period if you are a U.S. entity or citizen or sixty thousand (60,000) American Airlines AAdvantage Miles during a 12-month period if you are a non-US entity or citizen, (f) you will only be eligible to receive up to fifty thousand (50,000) United® Mileage Plus® Miles during a 12-month period, (g) all Delta SkyMiles® credited to your Delta SkyMiles program account shall be standard miles and shall not count toward medallion or other elite status unless otherwise stated by Delta, (h) all US Airways® Dividend Miles terms and conditions apply, and (i) all claims related to or arising from uncredited Miles must be made within one (1) year of the date of any such qualifying purchase. Please allow 8-10 weeks for miles to be posted to the applicable frequent flyer account. Miles will be processed after two full months of service for Web Hosting transactions. You are eligible to earn Miles for qualifying purchases unless otherwise stated by the applicable airline frequent flyer program, your employer or other third party. American Airlines and AAdvantage are registered marks of American Airlines, Inc. American Airlines reserves the right to change the AAdvantage program at any time without notice. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage program, visit www.aa.com. United® and Mileage Plus® are registered trademarks of United Air Lines, Inc. United may change Mileage Plus program rules, regulations, travel awards and special offers or terminate the Mileage Plus program at any time and without notice. United, its subsidiaries, affiliates, and agents are not responsible for any products and services of other participating companies. For complete details about the Mileage Plus program, visit www.united.com. Network Solutions reserves the right to end or amend this program without notice.

SERVICE SPECIFIC TERMS: The following terms apply in addition to Sections 1 through 30 only if you have purchased the particular service described:

SCHEDULE A TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO REGISTRANTS OF DOMAIN NAMES

1. **Security.** Network Solutions does not guarantee the security of your domain name registration records, and you assume all risks that the password and/or passphrase you select may be compromised as a result of fraudulent, unauthorized or illegal activity.
2. **Fees and Payment.** Initial domain name registrations, and domain name registrations that have passed the registration agreement's anniversary date, must be in a paid status to transfer, delete, modify, or otherwise to request Network Solutions to affect the domain name record or to provide domain name services. Domain name registrations in an unpaid status are routinely deleted on a regular basis.
3. **Transfers and Licensing of Use.** You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with us. You may transfer your domain name registration to a third party of your choice, subject to the procedures and conditions found at: http://www.networksolutions.com/en_US/legal/static-service-agreement.jhtml#nca, incorporated herein by reference. Even if you license the use of our domain name registration services to a third party, you remain responsible for complying with all terms and conditions of this Agreement, and you accept liability for harm caused by such licensee's wrongful use of our domain name registration services, unless you promptly disclose the identity of such licensee upon request by any person who provides reasonable evidence of actionable harm.
4. **Network Solutions's Disclosure of Certain Information.** Subject to the requirements of our privacy

statement, in order for us to comply the current rules and policies for the domain name system, you hereby grant to Network Solutions the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name: (i) the domain name(s) registered by you; (ii) your name and postal address; (iii) the name(s), postal address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical and administrative contacts for your domain name(s); (iv) the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s); (v) the corresponding names of those nameservers; (vi) the original creation date of the registration; and (vii) the expiration date of the registration. You also grant to Network Solutions the right to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via telephone, facsimile, or e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

5. Domain Name Dispute Policy. If you registered a domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. The current version of the domain name dispute policy may be found at our Web site: http://www.netsol.com/en_US/legal/dispute-policy.jhtml.

6. Domain Name Dispute Policy Modifications. You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

7. Domain Name Disputes. You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. For any dispute with, or challenge by, a third party concerning or arising from your use of a domain name registered with us or your use of our domain name registration services, you agree to submit to subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division and the courts of your domicile. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration.

8. No Guaranty. You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.

9. Revocation. You agree that we may suspend, cancel or transfer your services, including, but not limited to, domain name registration services in order to: (i) correct mistakes made by us, another registrar or the registry in registering your chosen domain name, or (ii) to resolve a dispute under our domain name dispute policy.

10. Survival. In the event the Agreement or this Schedule terminates, Sections 4, 5, 6, 7, 9 and 10 of this Schedule shall survive such expiration or termination.

11. Under Construction Page. You acknowledge and agree that any or all domain names that are (i) registered with Network Solutions, (ii) hosted on a Network Solutions domain name server, and (iii) do not otherwise resolve to an active Web site, may resolve to an "under construction" or similar temporary Web page ("Under Construction Page"), and that Network Solutions may place on any such Under Construction Page promotions and advertisements for, and links to, Network Solutions's Web

site, Network Solutions product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines. You agree that Network Solutions may change the content and/or appearance of, or disable, any Under Construction Page at any time, in its sole discretion, and without prior notice. If for any reason, you do not want a domain name to resolve to the Under Construction Page described above, you may select an Under Construction Page that contains only Network Solutions branding and a domain name registration search box, as provided on our Web Site.

12. Requests to Change Registrar. You agree that Network Solutions may deny any request to transfer a domain name registration that is otherwise capable of transfer to another registrar where you fail to respond appropriately to a transfer confirmation request from Network Solutions.

13. Domain Protect. You agree that we may, but are not obligated to, place your domain name registration in a Domain Protect status to prevent unauthorized transfers of your domain name registration, as described on our Web site. You acknowledge and agree that in order to transfer a domain name registration that is in a Domain Protect status, you may first have to access the account manager tool on our Web site and remove the domain name registration from Domain Protect status.

14. Grace Period; IP Address Changes; Renewal and Transfer of Expired Domain Names on Your Behalf. You agree that we may, but are not obligated to, allow you to renew your domain name after its expiration date has passed. You agree that after the expiration date of your domain name registration and before it is deleted or renewed, we may direct your domain name to an IP address designated by us, including, without limitation, to an IP address which hosts a parking, under construction or other temporary page that may include promotions and advertisements for, and links to, Network Solutions's Web site, Network Solutions product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines, and you agree that we may place our contact information in the WHOIS output for the expired domain name. Should you choose not to renew your domain name during any applicable grace period, you agree that we may, in our sole discretion, renew and transfer the domain name to a third party on your behalf (such a transaction is hereinafter referred to as a "Direct Transfer"). In the event we are able to identify such a third party (the "Direct Transfer Customer") and effectuate such a Direct Transfer, we will notify you via email after the transaction is completed ("Direct Transfer Notification"). Additionally, you will be eligible to receive a portion of the funds received by us as a result of a Direct Transfer of your domain name, as follows: (i) if you registered your domain name with Network Solutions directly through our Web site, you will be eligible to receive twenty percent (20%) of the Net Proceeds received by us from our third party vendor as a result of a Direct Transfer; and (ii) if you registered your domain name with Network Solutions through a third party agent (such as your ISP, for example), you will be eligible to receive fifteen percent (15%) of the Net Proceeds received by us from our third party vendor as a result of a Direct Transfer. You acknowledge and agree that the Direct Transfer process may be facilitated through a single Direct Transfer Customer, or through a brief auction involving multiple parties who are interested in your domain name. For purposes of this paragraph, "Net Proceeds" shall mean the total fees paid to us by our third party vendor as a result of a Direct Transfer, less any registry fees, credit card charge-backs, processing and check fees, and other costs or fees associated with the Direct Transfer of the domain name. You agree that we shall have no obligation to pay you, and you shall have no right to receive, any percentage of the Net Proceeds unless, within ninety (90) days after the date of our Direct Transfer Notification, you first provide us with the name, address and related information requested by us (including, but not limited to, a Form W-9, if applicable) in our Direct Transfer Notification. We cannot guarantee, and we make no representation or promise, that any Direct Transfer will occur with respect to your domain name.

15. New Customers through a Backorder Service. If you are registering a domain name through a backorder service and that domain name was registered with, and not yet deleted by, Network Solutions at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date for the domain name immediately prior to your purchase, as the registration is the result of a Direct Transfer (defined above). If you are registering a domain name through a backorder service and the domain name was not registered with Network Solutions at the time of your purchase but was deleted by the applicable top-level domain registry at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the date it is initially registered with Network Solutions by the provider of the backorder service.

SCHEDULE B TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO REGISTRANTS OF DOMAIN NAMES IN THE COUNTRY

CODE TOP-LEVEL DOMAINS.

I. All cc-TLDs. In addition to the terms set forth in Schedule A, the following terms shall apply to registrants of domain names registered in the country-code top-level domains available for registration on our Web site ("ccTLDs"), including but not limited to the .tv, .cc, .bz, .ws, .au, .uk, .be, .br, .az, .at, .com.mx, .nz and .de country-code top-level domains. Your registration of a domain name in any ccTLD (each a "New TLD Domain Name"), is subject to policies established or revised from time to time by the registry for such New TLD Domain Name ("New TLD Registry"), in its capacity as the registry for its respective Top Level Domain. Each respective New TLD Registry's current policies ("New TLD Registry Policies") are available for you to review at each New TLD's respective website (for example, the registry policy for .nu can be found at <http://nunames.nu/about/terms.cfm>, the registry policy for .bz can be found at <http://www.belizenic.bz/terms.php>, the registry policy for .be can be found at http://www.dns.be/eng/DomainInfo/enduser_termsandconditions.htm, the registry policy for .com.mx can be found at http://www.nic.mx/nic/plsql/nic_Politicass.nic_Politicass_Dominios_the, the registry policy for .nz can be found at <http://www.domainz.net.nz/Domainz.asp?Content=Terms>, the registry policy for .de can be found at <http://www.denic.de/doc/DENIC/agb.en.html>, the registry policy for .uk can be found at <http://www.nominet.org.uk/nominet-terms.html>). You agree to be bound by and comply with the applicable New TLD Registry Policies, including amendments and modifications thereto, with respect to your New TLD Domain Name registration. You acknowledge and agree that you have reviewed and satisfied yourself as to the obligations and conditions contained in the applicable New TLD Registry Policies. Such policies shall not alter the terms and conditions of this Agreement. To the extent there is a conflict between the New TLD Registry policies and the terms of this Agreement, the terms of this Agreement shall prevail. You agree that the New TLD Registry has the right to enforce the New TLD Registry Policies. With respect to any domain name registrations in the .de ccTLD, and subject to the limitation of liability and indemnification provisions contained in Sections 7 and 9, respectively, of the General Terms and Conditions of the Agreement, you authorize and direct us to designate Network Solutions personnel as your administrative contact for all such domain name registrations. With respect to any domain name registrations in the .nz ccTLD, and subject to the limitation of liability and indemnification provisions contained in Sections 7 and 9, respectively, of the General Terms and Conditions of the Agreement, you authorize and direct us to (i) submit service request to and interact with the .nz New TLD Registry on your behalf and (ii) designate a Network Solutions email address as the registrant email address of record with the .nz New TLD Registry.

II. Additional Terms for .AU ccTLD. In addition to the terms set forth in Schedule A and above in this Schedule, the following additional terms shall apply to registrants of domain names registered in the .au country-code top-level domain.

Summary

The terms and conditions set forth below govern the registration of domain names in the .au country-code top-level domain and are mandated by auDA (as defined below).

For purposes of this Schedule, the defined terms set forth below shall have the following meaning:

"auDA" means .au Domain Administration Limited ACN 079 009 340, the regulatory body responsible for administering the .au ccTLD and its associated sub-domains.

"Domain Name" means the domain name registered in the .au country-code top-level domain in accordance with this Agreement.

"Domain Name Application" means an application by a Registrant for a Domain Name License, or the renewal of an existing Domain Name License.

"Domain Name License" means the License to use a Domain Name for a specified period of time, as evidenced by a certificate of registration issued by the Registrar to the Registrant.

"National Privacy Principles" has the same meaning as in the *Privacy Act 1988* (Cth).

"Published Policies" means those specifications and policies established and published by auDA from time to time, as the self-regulatory body responsible for the administration of the .au ccTLD, in accordance with its constitution.

"Registrant" means a holder of, or an applicant for, a Domain Name License, and includes its agent.

"Registrant Agreement" means this Agreement.

"Registrant Data" means the Registrant data submitted by the Registrar to the Registry.

"Registrar" means Network Solutions, LLC and its wholly owned subsidiaries.

1. REGISTRAR'S AGENCY.

The Registrar agrees and covenants to act as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of rights and covenants conferred to them under this Registrant Agreement.

2. REGISTRATION OF DOMAIN NAMES

2.1 A Domain Name Application must be in the form prescribed under the Published Policies. The Domain Name must comply with the Published Policies.

2.2 The Registrar and the Registrant do not have any proprietary right arising from:

2.2.1 the registered Domain Name; or

2.2.2 the entry of a Domain Name in the Registry Database.

2.3 All personal information pertaining to the Registrant is held by auDA for the benefit of the Australian public.

3. CONSENT TO USE REGISTRANT INFORMATION

3.1 The Registrant grants to auDA, the right to publicly disclose to third parties, all information relating to the registered Domain Names in accordance with the Published Policies which are available on auDA's website <http://www.auda.org.au>.

3.2 The Registrant grants to the Registrar, the right to disclose to the Registry Operator, all information which are reasonably required by the Registry Operator in order to register the Domain Name in the Registry.

3.3 The Registrant grants to the Registry Operator, the right to publicly disclose to third parties, all information relating to the registered Domain Name to enable the Registry Operator to maintain a public WHOIS service, provided that such disclosure is consistent with:

3.4 the National Privacy Principles; and

3.5 auDA's Published Policies.

4. CHANGE OF REGISTRARS

4.1 The Registrar must ensure that the Registrant can easily transfer registered Domain Names to another registrar in accordance with the Published Policies. The Published Policies include, but are not limited to, such matters as:

4.1.1 the maximum fees chargeable by the Registrar;

4.1.2 when fees are not chargeable by the Registrar;

4.1.3 the conditions pursuant to which the Registrar must transfer; and

4.1.4 the conditions pursuant to which the Registrar does not have to transfer.

4.2 In the event that:

4.2.1 the Registrar is no longer a registrar; or

4.2.2 the Registrar's auDA Accreditation is suspended or terminated; or

4.2.3 the Registrar Agreement is terminated by auDA, the Registrant is responsible for transferring the registered Domain Name to a new registrar in accordance with the Published Policies within 30 days of written notice being provided to the Registrant by auDA.

4.3 In the event that the Registrar Agreement between auDA and the Registrar is terminated, the Registrar must not charge the Registrant any fee for the transfer of the registered Domain Name to another registrar.

5. REGISTRAR'S OTHER OBLIGATIONS

5.1 The Registrar must immediately give written notice to the Registrant if:

5.1.1 the Registrar is no longer a registrar; or

5.1.2 the Registrar's auDA Accreditation is suspended or terminated; or

5.1.3 the Registrar Agreement is terminated by auDA.

5.2 auDA may post notice of:

5.2.1 the fact that the Registrar is no longer a registrar;

5.2.2 the suspension or termination of a Registrar's auDA Accreditation; or

5.2.3 the termination of the Registrar Agreement between auDA and the Registrar on its web site and may, if it considers appropriate, give such notice to the Registrant.

6. REGISTRANT'S OTHER OBLIGATIONS

6.1 Throughout the Term of the Registrant Agreement, the Registrant must:

6.1.1 comply with the Published Policies;

6.1.2 give notice to the Registry Operator, through the Registrar, of any change to any information in the Registrant Data.

6.2 The Registrant must not, directly or indirectly, through registration or use of its Domain Name or otherwise:

6.2.1 register a Domain Name for the purpose of selling it;

6.2.2 register a Domain Name for the purpose of diverting trade from another business or web site;

6.2.3 deliberately register misspellings of another entity's company or brand name in order to trade on the reputation of another entity's goodwill; and

6.2.4 register a Domain Name and then passively hold a Domain Name License for the purpose of

preventing another registrant from registering it.

6.3 The Registrant must not in any way:

6.3.1 transfer or purport to transfer a proprietary right in any domain name

registration;

6.3.2 grant or purport to grant a registered domain name as security; or

6.3.3 encumber or purport to encumber a domain name registration.

7. DISPUTE RESOLUTION

7.1 auDA currently has in place a dispute resolution policy called auDRP (the .au

Dispute Resolution Policy) which applies in the event of disputes between a registrar and a registrant, or between a registrant and a third party, in relation to entitlements to domain names in .au. The auDRP binds the Registrar and the Registrant as if it were incorporated in the Registrant Agreement.

7.2 The Registrant acknowledges that auDA may develop and implement other dispute resolution policies which are accessible by the Registrant as an alternative and further to any complaints handling procedure prescribed by the Registrar. Such policies bind the Registrar and the Registrant as if they were incorporated in the Registrant Agreement.

8. REGISTRANT WARRANTIES

8.1 The Registrant warrants that it meets, and continues to meet, the eligibility criteria prescribed in auDA's Published Policies for registering a Domain Name. In the event that the Registrant ceases to meet such eligibility criteria, the Domain Name License may be terminated by either the Registrar or auDA.

8.2 The Registrant warrants that it has not previously submitted a domain name which is the same as the Domain Name for registration with another registrar where:

8.2.1 the Registrant is relying upon the same eligibility criteria for both domain names; and

8.2.2 the Domain Name has previously been rejected by the other registrar.

9. LIABILITIES

9.1 The Registrant must not pursue any claim against auDA, and auDA is not liable for any direct, indirect, special, punitive, exemplary or consequential damages, including but not limited to damages resulting from loss of use, lost profits, lost business revenue or third party damages arising from any breach by the Registrar of its obligations under the Registrant Agreement or the Registrar Agreement between auDA and the Registrar.

9.2 The Registrant acknowledges and agrees that if the Registrar has any outstanding fees owing to auDA, entitling auDA to terminate the Registrar Agreement between auDA and the Registrar, auDA may in its sole discretion terminate the Registrar Agreement.

9.3 The Registrant agrees that auDA is not responsible for the use of any Domain Name in the Registry database and that auDA is not responsible in any way for any conflict or dispute with or any actual or threatened claim against a Registrar or Registrant, including one relating to a registered or unregistered trademark, a corporate, business or other trade-name, rights relating to a name or other identifying indicium or of an individual or other intellectual property rights of a third party or relating to the defamation or unlawful discrimination with respect to any other person.

9.4 Notwithstanding any other provision of this document and to the fullest extent permitted by law,

auDA will not be liable to the Registrant for consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by the Registrant as a result of any act or omission whatsoever of auDA, its employees, agents or sub-contractors.

9.5 Nothing in this document is intended to exclude the operation of *Trade Practices Act 1974*.

10. WARRANTY STATEMENT

In addition to any other warranties set forth in this Agreement, Registrant (a) represents and warrants that all information provided to Registrar, and all supporting documents provided to Registrar, are true, accurate and complete, (b) authorizes Registrar to contact third parties, investigate, request and obtain additional information and documentation and otherwise verify the information contained in its Domain Name Application, (c) waives any and all liability on the part of the Registrar for any and all actions taken by Registrar in verifying the information provided in Registrant's Domain Name Application, (d) waives any and all liability on the part of the Registrar related to or arising from the acceptance or rejection of Registrant's Domain Name Application on the basis of any false or misleading information contained in any such application, (e) acknowledges that if its Domain Name Application is accepted on the basis of any false or misleading information contained therein that auDA reserves the right to cancel any such Domain Name License at any time in its sole discretion, and (f) acknowledges that its entitlement to the Domain Name may be challenged by a third party with legitimate rights in and to such Domain Name.

SCHEDULE C TO NEWTORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .BIZ TLD.

In addition to the terms set forth in Schedule A, the following terms shall apply to .biz domain names.

1. Additional Representations and Warranties. If you are applying for the registration of a domain name in the .biz top-level domain ("TLD"), you also represent and warrant that: (i) the domain name will be used primarily for bona fide business or commercial purposes and not (a) exclusively for personal use or (b) solely for the purposes of selling, trading or leasing the domain name for compensation, or the unsolicited offering to sell, trade or lease the domain name for compensation; and (ii) the domain name is reasonably related to your business or intended commercial purpose at the time of registration.

2. Acknowledgment of Dispute Policies and Rules. The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

(i) The Uniform Domain Name Dispute Policy, available at <http://www.icann.org/udrp/udrp.htm>;

(ii) The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>;

(iii) The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>.

If at the time of your application for services in the .biz TLD, any of the above policies or rules (collectively ".biz Policies") have not yet been approved by ICANN (which may mean the .biz Policies are not available for viewing via live hyperlinks above), you agree to be bound by the terms of such .biz Policies upon such approval and in the final form approved by ICANN, as posted on our Web site or the ICANN Web site (located at www.icann.org). You agree that, by maintaining the services provided hereunder (which may include registration of a domain name) after such posting of any of the ICANN approved .biz Policies, you have agreed to the terms and conditions of the same. You acknowledge that if you do not agree to the .biz Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

3. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .biz registry. We cannot control and will not be responsible for the actions or inactions of such third parties. For example, the .biz registry has reserved the right to deny, cancel or transfer any domain name registration under certain circumstances. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .biz registry.

4. Multiple Phases of Services. Your application or registration (whether successful or not) for any .biz registry or .biz TLD services hereunder does not guarantee, and we do not promise, that you will be approved or eligible for any other services available or that may become available through us or any third party. For example, certain services in the .biz TLD are provided in sequential phases, and participation in one phase, does not automatically qualify you for participation in other phases, and any further participation is not automatic. The .biz registry, and not Network Solutions, determines the dates and times associated with the various service phases available in the .biz TLD. You agree to review and become familiar with the information available on our Web site and on the .biz Web site concerning the various phases and descriptions of services available in connection with .biz TLD, and to regularly check for modifications and/or updates to such information, as the same may change from time to time. You agree that you are solely responsible for applying and/or registering for the service phases you desire to participate in. Additionally, you acknowledge and agree that submission of an application for domain name registration or any other services, does not guarantee that you will ultimately be the registrant for a particular domain name, even if you participated in some other service associated with the domain name, such as an intellectual property notification service or similar service.

5. Additional Acknowledgments Concerning Customer Information. You also acknowledge and agree that Network Solutions will share with the .biz registry certain information submitted by you in your application(s) for our services, as required by our agreement(s) with the .biz registry or to provide the services you have applied for. You acknowledge and agree that any information we share with the .biz registry may be used by them to fulfill the .biz registry's service obligations to us or any third party. You hereby grant us and the .biz registry a limited, royalty-free, non-exclusive worldwide license to use all of the data contained in a Trademark

6. Disclaimer Concerning Intellectual Property Notification Service. Your participation in an intellectual property notification service or similar service DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS OR REGISTRATIONS, NOR DOES IT PROVIDE YOU WITH ANY RIGHTS TO ANY PARTICULAR DOMAIN NAME REGISTRATION. THIS IS A NOTIFICATION SERVICE ONLY. EVEN IF YOU PARTICIPATE IN THIS SERVICE, YOU MUST STILL SUBMIT AN APPLICATION FOR DOMAIN NAME REGISTRATION SERVICES TO BE ELIGIBLE TO BECOME THE REGISTRANT FOR THE DESIRED DOMAIN NAME(S).

7. Survival of Terms. You agree that the indemnity provisions set forth in this Schedule shall survive any termination of the Agreement.

8. Terms of Use for IP Claim Service. The following additional terms apply specifically to the Intellectual Property Claim Service (in this Section 8 of this Schedule, the "Claim Service") made available in the .biz TLD. For purposes of this Section 8, "Owner" shall mean the owner of a registered or common law trademark or service mark and "Agent" shall mean the duly authorized agent of an Owner (collectively "You"), and "Registrar" shall mean Network Solutions. These Terms of Use will continue to apply to all past use of the Claim Service by You, even if You are no longer using the Claim Service. You acknowledge and agree that Registrar may terminate or block Your use of all or part of the Claim Service without prior notice for any reason, including, without limitation, if Registrar believes You have engaged in conduct prohibited by these Terms of Use.

(a). The Claim Service. Registrar provides the Claim Service to holders of both registered and common law trademarks or service marks (collectively "Trademarks"). During the domain name application process, applicants for a .biz domain name ("Applicants") will be notified of an Owner's alleged intellectual property rights in a Trademark if the domain name contained in the domain name application is an exact match of the Trademark identified in an IP Claim (as defined below) submitted by Owner. You may review frequently asked questions regarding the Claim Service by reviewing our FAQs.

(b). License to Use Data / Privacy. By submitting an IP Claim, You hereby grant Registrar, as well as any of its agents or subcontractors, and the .biz registry, a limited, royalty-free, non-exclusive

worldwide license to use all of the data contained in the IP Claim solely for the purposes of implementing the Claim Service, processing Your IP Claim, notifying Applicants of Your IP Claim, and for notifying You of changes to the Claim Service, and for archival purposes.

(c). The IP Claim Process. In order to submit a claim with respect to a Trademark or Trademarks ("IP Claim") through the Claim Service, You must complete an IP Claim form for each Trademark. For each IP Claim, You must submit complete contact information, representative contact information and notification details, and the details regarding the Trademark. You may specify in the representative field that an Agent may receive legal correspondence regarding the IP Claim. Once You have submitted an IP Claim, you will receive a confirmation email and a claim number. You must retain the claim number for each IP Claim You submit. Registrar will accept IP Claims until July 9, 2001, or such later date as it may determine in its sole discretion ("Close of Phase 1") and no IP Claims will be accepted after that date. From the Close of Phase 1 until September 25, 2001 ("Phase 2"), or such other later date as Registrar may choose, in its sole discretion, the domain name applications from ICANN-approved registrars ("Applications") will be compared with the database of IP Claims processed through the Claim Service ("IP Claim Database"). For each exact match between an IP Claim in the IP Claim Database and a domain name application, the Registry Operator for .Biz ("Registry Operator") will notify the Applicant that a third party or third parties have submitted an IP Claim for the exact Trademark. The email notification to the Applicant will include, among other things, the information provided by Owner in the IP Claim, instructions on how to proceed with the registration process, and that if selected during the randomized name selection phase ("Name Selection Phase"), the domain name will be placed on a temporary thirty (30) day hold when the Registry goes "live." The Applicant will have the option to proceed with the Application or cancel the Application. If the Applicant does not respond to the email notification, or elects to cancel the Application, the Applicant's domain name application will not be processed during the Name Selection Phase. If the Applicant chooses to proceed with the registration process and the name is selected during the Name Selection Phase, that domain name automatically will be placed on a thirty (30) day "hold period" when the name is registered. After Name Selection, the Owner will be notified by Registry Operator if an Applicant has successfully registered the domain name. The Owner will then have the option of contacting the Applicant and finding a solution or using the guidelines set forth by a special dispute resolution process called the Start-up Trademark Opposition Policy ("STOP") (formerly referred to as the Start-up Dispute Resolution Policy or "SUDRP") (information available at <http://www.neulvel.com/countdown/stop.html>), or the Uniform Domain-Name Dispute Resolution Procedures ("UDRP") (information is available at <http://www.icann.org/udrp/udrp-policy-24oct99.htm>). You will not be notified if there are no Applications that exactly match an IP Claim You submitted in the IP Claim Database.

USE OF THE SERVICE DOES NOT GUARANTEE THAT AN OWNER WILL BE AWARDED THE .BIZ EXTENSION FOR ITS TRADEMARK. AN OWNER THAT WISHES TO OBTAIN A .BIZ EXTENSION FOR ITS TRADEMARK MUST FILE A DOMAIN NAME APPLICATION. DOMAIN NAME APPLICANTS WILL ONLY BE NOTIFIED OF APPLICATIONS THAT ARE EXACT MATCHES WITH A TRADEMARK IDENTIFIED IN AN IP CLAIM FORM. REGISTRAR WILL NOT VERIFY WHETHER A TRADEMARK CLAIMED ON AN IP CLAIM FORM CORRESPONDS WITH AN ACTUAL, LEGAL OR VALID TRADEMARK, NOR WILL REGISTRAR PROVIDE ANY LEGAL OVERSIGHT OR ADJUDICATION FOR ANY DISPUTED INTELLECTUAL PROPERTY IMPLICATED BY THE SERVICE.

(d). Conduct. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule.

(e). Fees. As consideration for the Claim Service, Registrar, or its agents or subcontractors may require you to submit and pay for each IP Claim individually or it may allow you store up a certain number of IP Claims before submitting them for processing. Once you have stored that number of IP Claims, you may not be able to store any additional IP Claims and may need to submit them for processing and pay the applicable fee before obtaining additional storage space. No refunds are permitted.

(f). Links. Some links on the Claim Service lead to sites posted by independent site owners. Because Registrar has no control over these sites, it cannot be responsible for such sites' accessibility via the Internet and does not endorse products, services, or information provided by such sites. As such, Registrar shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any content, goods or services available on or through any other site. Further, the inclusion of these links does not imply that the other sites have given permission for inclusion of these links, or that there is any relationship between Registrar and the linked sites.

(g). Modifications to the Claim Service. Registrar reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Claim Service (or any part thereof) with or without notice. You agree that will not be liable to You or to any third party for any modification, suspension, or discontinuation of the Claim Services.

(h). Third Party Beneficiary. Registry Operator ("NeuLevel") is an intended third party beneficiary of these Term and Conditions with rights to enforce these Terms of Use. You will cooperate in good faith with NeuLevel or Registrar in Investigating instances of non-compliance with these Terms of Use, if NeuLevel or Registrar believes in good faith that you are not in compliance with these Terms of Use.

(i). You agree that Registrar and Registry Operator are not responsible for checking, verifying or editing message content or completeness, or for detecting errors or anomalies, or for recreating or re-transmitting data.

SCHEDULE D TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .INFO TLD.

In addition to the terms set forth in Schedule A above, the following terms shall apply to .info domain names.

1. Additional Provisions. You acknowledge and agree to the following: (i) you acknowledge and agree that Network Solutions will share with the .info registry certain information submitted by you in your application(s) for our services, and you consent to the use, copying, distribution, publication, modification and other processing of your personal data by the .info registry and its designees and agents in connection with the .info registry's service obligations to us or third parties, or as otherwise deemed necessary by the .info registry; (ii) you agree to submit to proceedings commenced under the Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Sunrise Dispute Resolution Policy ("SDRP") (available at <http://www.afilias.info/faq/sunrise-challenge.html>), as these may be modified from time to time; (iii) you agree to immediately correct and update the registration information for any domain name registered hereunder during the registration term for such registered domain name; and (iv) you acknowledge that the .info registry will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered domain name during these periods, and (b) the results of any dispute over a "Sunrise Registration."

If at the time of your application for services in the .info TLD, the SDRP has not yet been approved by ICANN (which may mean the SDRP is not available for viewing via live hyperlink above), you agree to be bound by the terms of the SDRP upon such approval and in the final form approved by ICANN, as posted on our Web site or the ICANN Web site (located at <http://www.icann.org>). You agree that, by maintaining the services provided hereunder after such posting of any of the ICANN approved SDRP, you have agreed to the terms and conditions of the same. You acknowledge that if you do not agree to the SDRP, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

2. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .info registry. We cannot control and will not be responsible for the actions or inactions of such third parties. For example, the .info registry has reserved the right to refuse or cancel any Sunrise Registration at any time and to request additional information relating to a Sunrise Registration. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .info registry.

3. No Guarantee on Registration. The .info registry, and not Network Solutions, determines the dates and times associated with the various service periods available in the .info TLD. You agree to review and become familiar with the information available on our Web site and on the .info Web site concerning the various periods and descriptions of services available in connection with .info TLD, and to regularly check for modifications and/or updates to such information, as the same may change from time to time. You agree that you are solely responsible for applying and/or registering for the service periods you desire to participate in. You acknowledge and agree that submission of an application for domain name registration or any other services (regardless of when submitted), does not guarantee that you will ultimately be the registrant for a particular domain name.

4. Disclaimer Concerning Intellectual Property Protection. Your application for a Sunrise Registration DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS OR REGISTRATIONS.

SCHEDULE E TO NETWORK SOLUTIONS SERVICE AGREEMENT

SPECIAL NOTICE AND DISCLAIMER FOR MULTILINGUAL DOMAIN NAME REGISTRATIONS

In addition to the terms set forth in Schedule A, the following terms shall apply to Multilingual Domain Names ("MDN"). We currently are making MDN registration services available to you as part of our participation in a test bed ("Test Bed") being conducted by VeriSign Global Registry Services for the purpose testing proposed standards for deployment of MDN technology and to provide operational experience with those proposed standards.

WE EXPRESSLY DISCLAIM ANY WARRANTY THAT CURRENT OR FUTURE ENCODING SCHEMES, PROTOCOLS AND OTHER MDN-ENABLING TECHNOLOGIES, WHETHER PROVIDED BY US OR OTHERWISE, WILL BE APPROVED BY INTERNET STANDARD-SETTING BODIES OR OTHERWISE SUCCESSFULLY DEPLOYED. WE EXPRESSLY DISCLAIM ANY WARRANTY THAT THE TEST BED WILL CONTINUE OR THAT OUR MDN REGISTRATION SYSTEM WILL INTEROPERATE PROPERLY WITH THE CURRENT OR FUTURE TEST BED OR THE MDN-ENABLING TECHNOLOGIES OF OTHERS.

You assume all risks inherent in the experimental nature of this service and the technologies supporting it. The encoding schemes, protocols and other MDN-enabling technologies are not within our control and are subject to change without notice. You assume all risks that such changes may impair or prevent your ability to use the MDN you have registered. You further understand and agree that we may interrupt or deny MDN registration services to you, temporarily or permanently, as a result of such changes. You further assume all risks that the Internet addressing system will not recognize an MDN you have registered or otherwise will not enable such MDN to function as an Internet address.

We may, but shall not be obligated to, make any and all modifications to an MDN registration, including without limitation changing the MDN's ASCII-based translation, that we deem necessary or appropriate for the purpose of bringing an MDN registration into conformance with evolving technical standards. Such modifications may be made without notice to you. In the event we elect to make such modifications, you agree to hold us harmless from any claims, liabilities or demands arising from such modifications. Before registering an MDN, we strongly recommend that you review and become familiar with the "Multilingual Domain Name Position Paper," published on the website of VeriSign Global Registry Services, currently located at the following url: <http://www.verisign-grs.com>.

You specifically acknowledge and agree that an MDN shall be considered a domain name for purposes of the Domain Name Dispute Policy and the provisions relating thereto in this Agreement. Notwithstanding anything to the contrary contained in the Domain Name Dispute Policy, you agree that during the Test Bed we may terminate your registration of an MDN in our sole discretion without notice to you if, within 45 days of your registration, we receive a formal, written objection to the registration by any legitimate authority, including without limitation a trademark owner or governmental entity. Our right of termination under this provision shall continue until such time as: (1) VeriSign Global Registry Services publicly announces that its Test Bed is complete; and (2) we determine in our sole discretion that all of the encoding schemes, protocols and other MDN-enabling technologies that are used to provide your MDN registration services have been approved by appropriate standard-setting bodies.

SCHEDULE F TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .NAME TLD.

In addition to the terms set forth in Schedule A above, the following terms shall apply to .Name domain names.

1. Eligibility Requirements. You represent and warrant that every registration you are applying for in the .name top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by Global Name Registry Ltd., the registry for the .name TLD, which are available at the following URL: <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>.

2. **Dispute Resolution Policies.** You agree that every service for which you register is subject to the Uniform Domain Name Dispute Resolution Policy (the "UDRP") and the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), which are located at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>. Without limiting the foregoing, you agree that (i) every Defensive Registration is subject to challenge pursuant to the ERDRP; (ii) if a Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registration Holder will pay the challenge fees; (iii) if a challenge to a Defensive Registration is successful, the Defensive Registration will be subject to the procedures described in the ERDRP and the Eligibility Requirements including, without limitation, the cancellation of the Defensive Registration Holder's other Defensive Registrations; and (iv) if a Phase I Defensive Registration (as defined by the .name registry) is successfully challenged on the basis that it does not meet the applicable eligibility requirements, the Defensive Registration Holder will thereafter be required to demonstrate, at its expense, that it meets the eligibility requirements for Phase I Defensive Registrations for all other Phase I Defensive Registrations that it registered within .name through any registrar. In the event the Defensive Registration Holder is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled.

3. **Limitation of Liability.** In addition to the other limitations of liability contained herein, you agree that neither the .name registry nor Network Solutions shall have any liability of any kind for any loss or liability resulting from (i) the processing of registration requests prior to live SRS launch, including, without limitation, your ability or inability to obtain a Registered Name, a second-level domain e-mail address registration (an "SLD E-mail Address"), a Defensive Registration, or a NameWatch Registration using the services provided by Network Solutions or the .name registry; or (ii) any dispute over any Registered Name, SLD E-mail Address, Defensive Registration, or NameWatch Registration, including any dispute resolution proceeding related to any of the foregoing.

4. **Registry Actions or Inactions.** Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .name registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .name registry.

SCHEDULE G TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .US TLD.

In addition to the terms set forth in Schedule A above, the following terms shall apply to .US domain names.

1. **Nexus Requirements/Certification.** You certify that you have and shall continue to have a lawful bona fide U.S. nexus, as required by the .US top-level domain ("TLD") administrator, NeuStar, Inc. ("US Registry"), and that you meet all of the .US nexus requirements ("US Nexus Requirements") set forth below (and as represented by you in the registration application information provided by you to Network Solutions). You must be (and you certify that you are) either:

A. A natural person (i) who is a United States citizen, (ii) a permanent resident of the United States of America or any of its possessions or territories, or (iii) whose primary place of domicile is in the United States of America or any of its possessions [Nexus Category 1]; or

B. An entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories [Nexus Category 2]; or

C. An entity or organization (including a federal, state, or local government of the United States, or a political subdivision thereof) that has a bona fide presence in the United States of America or any of its possessions or territories [Nexus Category 3]. If you are claiming Nexus Category 3, you certify that you have a "bona fide presence in the United States" on the basis of real and substantial lawful contacts with, or lawful activities in, the United States of America.

2. **Name Servers Certification.** You certify that the name servers listed by you in connection with

your application for domain name registration services in the .US TLD are located within the United States.

3. Your obligation to satisfy Nexus Requirement. You acknowledge and agree that it is your responsibility, through the registration process (and, if applicable, as required subsequent to your application), to provide the information necessary to satisfy the .US Nexus Requirements, and that a failure by you to satisfy the .US Nexus Requirements may result in, among other things, (i) the domain name application(s) being rejected by Network Solutions and/or the .US Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .US Registry, and/or (iii) the domain name(s) being deleted by Network Solutions and/or the .US Registry. Neither Network Solutions nor the .US Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required .US Nexus Requirements information at the time of registration (or, where applicable, subsequent to registration), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the .US Nexus Requirements, even if the need for such information is known by any of them.

4. Nexus Dispute Policy. You agree to be bound by the Nexus Dispute Policy ("NDP") administered by the .US Registry (or a third party designated by the .US Registry), which policy and its applicable forms are located on the .US Registry's web site at the URL: <http://www.neustar.com/>. You agree to abide by all decisions rendered by the .US Registry (or its third party designee) in connection with the NDP.

5. Dispute Resolution Policy. You agree that you are bound by the United States Dispute Resolution Policy set forth on the .US Registry's website at the URL: www.neustar.com.

6. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .US Registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .US Registry (for example, the .US Registry reserves the right to deny, delete, transfer or freeze any domain name registration for a variety of reasons, none of which Network Solutions can control).

7. Accurate Information. Without limiting the other provisions of the Agreement, your willful or grossly negligent provision of inaccurate or unreliable information, or your willful or grossly negligent failure promptly to update information provided to Network Solutions shall constitute a material breach of this Agreement and shall be a basis for cancellation of the domain name(s) applied for hereunder.

8. Application Submission. You acknowledge and agree that Network Solutions (as the parent company) will be submitting your .US domain name application(s) to the .US Registry through .US Registrar L.L.C., and that all applications submitted by you hereunder (except for Sunrise applications, where applicable) will be submitted by .US Registrar L.L.C. on or after the date upon which the .US Registry goes live.

SCHEDULE H TO NETWORK SOLUTIONS SERVICE AGREEMENT

PRIVATE REGISTRATION SERVICE

1. Private Registration Service. When you subscribe to Network Solutions Private Registration Service, you authorize and direct Network Solutions to (a) display alternate contact information in the public WHOIS database for the Registrant, Administrative, and Technical Contacts for the applicable domain name registration, and (b) not display the fax number and NIC Handle associated with your account for the applicable domain name.

2. Communications Forwarding.

a. By subscribing to the Private Registration Service, you authorize and direct Network Solutions to

process communications directed to you at the contact information displayed in the public WHOIS database as follows:

(i) E-mail Address. A private e-mail address that will automatically change in the public WHOIS database every ten (10) days is created for the applicable domain name and will be displayed in the public WHOIS database. Messages received at the e-mail address posted in the public WHOIS database will be filtered for SPAM and forwarded to the e-mail address associated with your account for the applicable domain name. Once an e-mail address is removed from the public WHOIS database it will no longer be a valid e-mail address for the receipt messages. You acknowledge that you may not receive messages sent to an expired e-mail address.

(ii) Postal Address. A P.O. Box address in care of Network Solutions will be the postal address displayed in the public WHOIS database for the applicable domain name. You hereby authorize Network Solutions to receive, sort, open, forward, and destroy any and all mail sent to such P.O. Box in its sole discretion. Mail received via Certified Mail® or Express Mail™ will be opened and all such mail that can be scanned will be scanned and sent to you via the e-mail address associated with the account for the applicable domain name. You acknowledge that you will have five (5) days from the date such Certified Mail® or Express Mail™ is sent to you via e-mail to request in writing that a copy of such scanned mail be forwarded to you via postal mail at your expense. You acknowledge that unless you direct us otherwise in writing within such five (5) day period, all such mail will be destroyed five (5) days after a scanned copy is sent to you via e-mail. All mail that is unable to be scanned will be forwarded to you via postal mail at Network Solutions' expense at the postal address associated with the account for the applicable domain name. You specifically acknowledge that Network Solutions will destroy all third class and "junk" mail upon receipt and will either discard all such other communications received or return the same to the sender unopened. You hereby waive any and all claims arising from your failure to receive communications directed to your domain name contact information displayed in the public WHOIS database but not forwarded to you by Network Solutions.

(iii) Telephone Number. A telephone number that is answered by a Network Solutions answering service will be displayed in the public WHOIS database for the applicable domain name. Callers will be informed of how to contact you using the information displayed in the public WHOIS database.

b. You acknowledge and agree that by subscribing to our Private Registration Service that you will not receive all communications sent to you at the contact information listed in the public WHOIS database. You acknowledge and agree that Network Solutions disclaims any and all loss or liability that may result from your use of our Private Registration Service and/or your failure to receive important correspondence sent to you at the contact information displayed in the public WHOIS database, including, but not limited to, legal notices or UDRP complaints.

c. You agree that if you opt to have mail forwarded to you in accordance with Section 2(ii) above, that you are responsible for paying all fees and costs associated with Network Solutions providing such forwarding services. Network Solutions will inform you via e-mail of the applicable shipping costs, and the credit card associated with your account for the applicable domain name will be charged. The credit card transaction must be successful prior to us forwarding the correspondence to You. You are solely responsible for maintaining current and accurate credit card information on file with Network Solutions, including the expiration date for such credit card.

3. Network Solutions Right To Disclose Your Contact Information and Terminate the Private Registration Service. You acknowledge and agree that Network Solutions has the absolute right and power, as it deems necessary in its sole discretion, without providing notice and without any liability to you whatsoever, to (a) reveal to third parties the contact information provided by you to Network Solutions in connection with the account for the applicable domain name, (b) populate the public WHOIS database with the registrant's name, primary postal address, e-mail address and/or telephone number as provided by you to Network Solutions, or (c) terminate your subscription to our Private Registration Service:

(i) if any third party claims that the domain name violates or infringes a third party's trademark, trade name or other legal rights, whether or not such claim is valid;

(ii) to comply with any applicable laws, government rules or requirements, ICANN policies or requirements, subpoenas, court orders, requests of law enforcement or government agencies; or

(iii) if any third party threatens legal action against Network Solutions that is related in any way,

directly or indirectly, to the domain name, or claims that you are using the domain name registration in a manner that violates any law, rule or regulation, or is otherwise illegal or violative of a third party's legal rights.

4. Supplemental Terms and Conditions. The terms and conditions of this Schedule H are in addition to the terms and conditions of all other Schedules to this Service Agreement related to domain name registration services.

SCHEDULE I TO SERVICE AGREEMENT

CHANGE OF REGISTRAR SERVICE

1. In addition to the terms in Schedule A (and the other applicable Schedules, if any, of the Agreement), the terms of this Schedule shall apply to all applications for a change of registrar to Network Solutions. The term "domain name" refers to the domain name identified in your Change of Registrar Application. The term "updated registrant" refers to the person or entity identified as the updated registrant in your Change of Registrar Application, if any.

2. You represent and warrant that: (a) the information provided to Network Solutions in connection with your application is accurate and complete; (b) you are the rightful holder of the registration for the domain name; (c) the registrar of record for the domain name as of the date of this request is the current registrar; (d) you are not in default on any obligations you may owe to the current registrar; (e) you are not the subject of any pending bankruptcy proceedings; (f) you are not party to any dispute resolution proceeding concerning your use or registration of the domain name; (g) you are not in default on any obligations you may owe to Network Solutions; (h) the domain name is not the subject of any collection proceedings, including garnishment, attachment, levy or otherwise. The individual submitting this request represents and warrants that he/she is authorized to request a change of registrar and to apply for our registrar services.

3. You request that we provide registrar services for the domain name. In furtherance of your request, you have applied for our registrar services. We will have no responsibilities as registrar of the domain name unless and until we send you or the updated registrant, as appropriate, notice of acceptance of the Application.

4. You authorize us to take all actions necessary to become the registrar for the domain name, including transmitting to the appropriate Registry a request to change the Registry database to reflect Network Solutions as the registrar of record. You acknowledge and agree that we shall not be responsible for any legal obligations you may owe to any third party, including the current registrar. You further acknowledge and agree that you are not entitled to a credit from us for any sums you may have paid the current registrar. You agree to release, indemnify, and hold us and our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorneys fees, of third parties arising under this Agreement.

SCHEDULE J TO SERVICE AGREEMENT

REGISTRANT NAME CHANGE AGREEMENT

1. The following additional terms and conditions (the "Registrant Name Change Agreement" or "RNCA") apply to any change of the registrant (account holder's) name for a second-level domain name ("Registrant Name Change"), and, unless specifically noted otherwise below, apply to you whether you are listed as the registrant before the change (the "Current Registrant") or after the change (the "New Registrant"). The domain name for which this RNCA is being processed shall be referred to in this Schedule as the "Domain Name." The RNCA shall not be effective until both the Current Registrant and the New Registrant have indicated their agreement to the terms and conditions of the Agreement (which includes the terms and conditions of this Schedule). Nothing contained in this Schedule shall be construed as an assignment of the Current Registrant's rights under the Agreement. As used in this Schedule (as in the General Conditions), the word "Agreement" shall mean the Network Solutions Service Agreement of which this Schedule is a part.

2. The terms in this section apply only to the Current Registrant. You agree that you and

Network Solutions are currently parties to the Agreement for the registration of the Domain Name(s). You hereby relinquish your registration of the Domain Name(s) and discharge Network Solutions from all obligations under the Agreement, and you release Network Solutions from all claims, liabilities or demands arising from the Agreement. You further acknowledge and agree that you are not entitled to a refund of any fees you may have paid to Network Solutions. You hereby authorize Network Solutions to take all steps necessary to register the Domain Name(s) to the New Registrant, including without limitation, disassociating the Domain Name(s) from the host servers designated by you without further notice. You represent and warrant that you possess the authority to legally bind the Current Registrant of the Domain Name(s) being transferred.

3. The terms in this section apply only to the New Registrant. You acknowledge that you have reviewed and you understand the terms, conditions, representations and warranties of the Agreement in effect as of the date of your application to become the New Registrant. By applying for this Registrant Name Change, you agree to be bound by and to perform in accordance with the terms and conditions of the Agreement, which includes Network Solutions' current Domain Name Dispute Policy. You also reaffirm the accuracy and completeness of all of the information submitted for the Registrant Name Change. Your registration of the Domain Name(s) shall be effective upon Network Solutions' transmission of an acknowledgement to you that the Domain Name(s) has been registered to the New Registrant. You agree to pay Network Solutions the RNCA processing fee set forth on our Web site, if any, by providing appropriate credit card information as requested. You represent and warrant that you are the New Registrant or possess the authority to legally bind the New Registrant of the Domain Name(s) being transferred. You acknowledge and agree, that unless you register additional registration years for the Domain Name(s), the term of your registration of the Domain Name(s) will be equal to the remaining term of the Current Registrant at the time of the Registrant Name Change.

SCHEDULE K TO NETWORK SOLUTIONS SERVICE AGREEMENT

NEXT REGISTRATION RIGHTS SUBSCRIPTION SERVICE

1. Next Registration Rights Service Subscription - Pre-order. When you pre-order a Next Registration Rights Service ("NRRS") subscription, you are authorizing us to attempt to obtain a NRRS subscription (as described on our Web site and herein) for you if and when the applicable registry launches its underlying back-order service (the "go-live date"). If we are successful in obtaining the NRRS subscription for you, you agree that we are authorized to then charge your credit card for the fees described on our Web site at the time of your Pre-order application. Successful NRRS subscriptions will be subject to the terms of the Agreement, including this Schedule.

2. Next Registration Rights Service Subscription - After Go-Live Date. After the go-live date, when you apply for a subscription for the Network Solutions® NRRS (or if you have previously submitted a pre-order for our NRRS), we will contact the applicable registry and attempt to obtain for you the exclusive right to register the domain name selected and indicated by you in your application should that domain name become available for registration by a third-party during the term of your NRRS subscription. In the event we are successful in obtaining for you the NRRS subscription for your chosen domain name, you acknowledge and agree that we are authorized to charge your credit card for the fees described on our Web site at the time of your purchase. Thereafter, during the term of your subscription, if the domain name for which you purchased a NRRS subscription becomes available for registration, we will register that domain name in your name, subject to the terms and conditions of the Agreement (including, but not limited to, the terms and conditions related to domain name registration). You acknowledge and agree that if your application is successful and the domain name you have selected becomes available for registration during the term of your NRRS subscription, the domain name will be registered to you pursuant to the terms and conditions of this Agreement and that you will be bound by the same.

3. No Guarantees. We make no guarantees, representations or warranties that a subscription for the service will be available now or in the future, or that the domain name for which you purchase our NRRS will become available for registration during the term of any NRRS subscription. You acknowledge and agree that the domain name with respect to which you purchase the NRRS subscription may not become available during the term of your subscription, for any number of reasons, including, but not limited to, the current registrant's continued registration or renewal of the domain name.

4. Supplemental Terms and Conditions. The terms and conditions of this Schedule H are in addition to the terms and conditions of all other Schedules to this Service Agreement related to domain name

registration services.

SCHEDULE L TO NETWORK SOLUTIONS SERVICE AGREEMENT

E- MAIL SERVICES

1. Description of Service. Network Solutions is providing you with the capability of sending and receiving electronic mail via the Internet. You must: (a) provide all equipment, including a computer and modem, necessary to establish a connection to the Internet; and (b) provide for your own connection to the Internet and pay any telephone service fees associated with such connection. Network Solutions has set no fixed upper limit on the number of messages you may send or receive through the e-mail service; however, Network Solutions restricts the number of recipients of any e-mail sent by you to five hundred (500) per e-mail and retains the right, at Network Solutions's sole discretion, to restrict the volume of messages transmitted or received by you in order to maintain the quality of our services to other customers and to protect our computer systems. We, in our sole discretion, will determine whether or not your conduct is consistent with this Agreement and any Network Solutions operating rules or policies and may suspend or terminate your e-mail service if your conduct is found to be inconsistent with this Agreement or such rules or policies. The e-mail service is subject to scheduled (from 12:01am eastern United States time to 2:00 am eastern United States time every Saturday) and unscheduled outages that will impact your ability to use the service. We will use commercially reasonable efforts to restore the service after any unscheduled outages. Moreover, in order to receive the e-mail service we (or our third party provider) must host your domain name record. If you transfer your domain name record to a third party in conjunction with a live web site, or for any other reason, or allow your domain name registration to expire, you will no longer be able to use the e-mail service. We will not refund the fees you paid for our e-mail service if you elect to transfer your domain name record to a third party.

2. Catch-All Mailbox Service. Network Solutions may make available to you the ability to subscribe to our Catch-All Mailbox service. You acknowledge and agree that, in the event you subscribe to the Catch-All Mailbox service, any electronic mail sent to the e-mail box of any user of your Network Solutions e-mail service (e.g., Person@Yourcompany.com) will also be sent to the e-mail box set up for the Catch-All Mailbox service. You further acknowledge and agree that in the event your Network Solutions e-mail and domain name services are terminated, any future registrant of your terminated domain name that subscribes to the Catch-All Mailbox service may receive e-mails intended for receipt by you or a former user of your e-mail service, and you agree that Network Solutions shall have no liability to you or any third party with respect thereto. You are solely responsible for providing any and all necessary notifications regarding termination of your Network Solutions e-mail services, and you agree that Network Solutions shall have no liability to you or any third party with respect thereto.

3. SPAM Protection. Network Solutions's e-mail service includes real-time SPAM Protection provided by Brightmail. All e-mail sent to your e-mail address(es) will be scanned by Brightmail Anti-Spam to detect SPAM and to assist in preventing SPAM from reaching your e-mail box(es). All e-mail detected as SPAM will be deleted and will not be delivered to your email inbox. All e-mail box(es) automatically include SPAM Protection and this feature can not be disabled or configured by you. You acknowledge and agree that our SPAM Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may result in e-mail that is not SPAM being falsely identified as SPAM and deleted by our system, or the delivery of SPAM to your e-mail box(es). You acknowledge and agree that Network Solutions shall have no liability to you or any third party with respect to our SPAM Protection feature, your failure to receive any e-mail as a result thereof, or your receipt of SPAM.

4. Virus Protection. Network Solutions's e-mail service includes Virus Protection that scans your email, and attachments thereto, to assist in the prevention of the transmission of viruses to your computer system and/or e-mail program. All e-mail sent to your e-mail address(es) will be scanned for viruses. If a virus is detected, the e-mail message and/or attachment, as applicable, will be cleaned if possible and the header of the e-mail will be tagged to inform you that a virus was detected and that the e-mail message and/or attachment has been cleaned and the virus removed. If a virus is detected, and the virus cannot be removed from the e-mail message and/or attachment, the e-mail message and/or attachment will be deleted and the e-mail will be tagged to inform you that portions of the e-mail have been deleted because a virus was detected. All e-mail box(es) automatically include Virus Protection and this feature cannot be disabled or configured by you. You acknowledge and agree that our Virus Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may delete e-mail messages and/or attachments that you may desire to view, or allow the transmission of viruses to your computer system and/or e-mail program. You acknowledge and agree that Network Solutions shall have no liability to you or any third party with respect to our Virus

Protection feature, your failure to receive any e-mail and/or e-mail attachments as a result thereof, or the transmission of viruses to your computer system and/or e-mail program.

5. **Additional Storage.** Network Solutions may make available to you the ability to purchase additional storage for a particular e-mail box in the specific increments described on our Web site. The additional storage will be attributed to the e-mail box designated by you during the application process, and your designation cannot be changed once made. The term of the additional storage services will run concurrently with the then-remaining term of the domain name to which the designated e-mail box(es) is/are associated, and the price of the additional storage services will be prorated accordingly (unless the designated e-mail box(es) is/are associated with a domain name that is part of a monthly service, in which case the monthly price will be added to the monthly invoices for that monthly service). Termination or transfer of the domain name registration associated with the e-mail box(es) to which the additional storage is/are attributed will result in the termination of both the e-mail box(es) and any related additional storage services, and such termination shall be without refund of any fees paid. Unless provided otherwise on our Web site, in no event may a customer have more than 100 Megabytes of total data storage.

6. **Billing for E-mail Service.** Billing for annual e-mail services shall be by valid credit card (acceptable to Network Solutions) at the time of purchase. If you elect to subscribe to monthly e-mail services, your monthly payments for the same will be automatically charged to the credit card provided by you (and acceptable to Network Solutions) at the time of your purchase (with such payments being charged in advance on a monthly basis) ("Monthly E-mail Service Fee"), and you hereby agree that Network Solutions is authorized to so charge your credit card. Network Solutions, in its sole discretion, shall determine the prices it will charge for the e-mail services, and the terms and conditions applicable to the same, and Network Solutions may, upon providing thirty (30) days' notice to you, amend such pricing and/or terms and conditions. If you do not agree with any such change(s), you may terminate this Agreement or cancel your e-mail service subscription, as applicable, as provided herein, within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Monthly E-mail Service fee.

7. **Privacy.** Network Solutions will not monitor, edit or disclose the contents of your private communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with legal process served on Network Solutions; (b) protect and defend the rights or property of Network Solutions; or (c) act under exigent circumstances to protect the personal safety of our customers or the public. You acknowledge and agree that Network Solutions neither endorses the contents of any of your communications nor assumes responsibility for such content, including but not limited to any threatening, libelous, obscene, harassing or offensive material contained therein, or any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. You acknowledge and agree that certain technical processing of e-mail messages and their content may be required to: (a) send and receive messages; (b) conform to connecting networks' technical requirements; (c) conform to the limitations of the e-mail service; or (d) conform to other similar requirements.

8. **Customer Conduct.** You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule. Network Solutions's outsourcing contractors for the e-mail services, including, but not limited to, Brightmail, Inc. and Mirapoint, Inc., or their successors, shall be intended third party beneficiaries of the e-mail service customer's obligations under this Agreement and thus shall be entitled to enforce those obligations against you as if a party to this Agreement.

SCHEDULE M TO SERVICE AGREEMENT

WEB FORWARDING SERVICE

1. Network Solutions is providing you with the capability to forward users or visitors who type in a specific domain name to another domain name designated by you through the Web Forwarding service. You represent and warrant that you have the necessary rights to use the Web Forwarding service to forward, point, alias or resolve your domain name registration(s) to the other domain name designated by you in ordering such services. You agree that we, in responding to a third party complaint or for any other reason, have the right, in our sole discretion, to suspend or terminate your

Web Forwarding service without notice and with no obligation to refund fees paid if we determine the Web Forwarding service is forwarding users to a Web site or URL that is unsuitable or being used for any unlawful or harmful purpose, as determined in our sole discretion.

2. You acknowledge and understand that the Web Forwarding service includes a Domain Masking feature that will make your site visitors see the domain name associated with the Web Forwarding service in the window of their browser throughout your entire Web site and on all Web sites linked to from your Web site while the window session remains open. You have the ability to turn the Domain Masking feature on or off at any time through Account Manager. The Domain Masking feature may not work with all Web sites depending on how they are configured and their ability to be viewed within a browser frame.

3. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule.

SCHEDULE N TO NETWORK SOLUTIONS SERVICE AGREEMENT

SURELISTSM SERVICE

We may provide you an opportunity through our SureListSM service to have your website included in the search index of one of our third party vendors (for purposes of this paragraph, the "Index Servicer"). At the time of purchase, the URL submitted by you (the "URL") will be provided to the Index Servicer for submission in its search database. The Index Servicer will then periodically search various content of your website and include such content in the search index. The index may be searched by the Index Servicer's search partners. You may submit corrections or changes to the URL during the first thirty (30) days after your purchase of the SureList service, after which time period no further changes to the URL will be permitted. You acknowledge and agree that the Index Servicer is responsible for maintaining the index and keeping it current. We bear no responsibility or liability for the operation, maintenance and functioning of the index or for the service described in this paragraph. You further acknowledge that in order for the Index Servicer to include your website in its search index, your website must be technically compatible with the Index Servicer search tool. At a minimum, in order to be technically compatible: (a) your website address must not contain formatting errors; (b) your website must be operational (i.e., it may not be "under construction" and it may not generate error messages such as "file not found"); (c) your website must contain visible text and be accessible without a password or similar restriction; and (d) your website must permit so-called "spidering" technology. We and/or the Index Servicer, in our sole discretion, may remove a website from the search index for any reason, including, but not limited to, the following: (a) fraudulent or illegal use of the service; (b) the potential infringement of the rights of a third-party; (c) in response to a court order or other judicial or governmental request or action; and/or (d) the posting of content or the offering of products or E-Commerce Services that may be or are illegal (e.g., if either we or the Index Servicer receives a notice of an act of copyright infringement in compliance with the notice requirements of the Digital Millennium Copyright Act of 1998). You expressly agree (a) that we will not be responsible for the operation, maintenance or functioning of the index and the search service or any delays or failures to perform; and (b) that we do not represent or warrant that your website or address will (i) achieve favorable placement, or any placement, within the search index, or (ii) experience increased visits, or any visits, as a result of placement in the search index.

SCHEDULE O TO SERVICE AGREEMENT

WEB SITES

1. Definitions. For purposes of this Schedule, the following capitalized terms shall have the meanings ascribed to them below:

(a) "Web site" means any pre-designed, customizable Network Solutions Web site template licensed by Network Solutions to end users.

(b) "Starter Package" means a one-page Web site and one e-mail box.

(c) "Subscription Service" means any of the Network Solutions Web site packages that are available for purchase by end users on a monthly or annual basis, for a monthly or annual fee (respectively), that combine a Web site, the Web site Editing Tool, the Web Hosting Service, and/or such other services as may, from time to time, be included in the package by Network Solutions as of the time of your purchase.

(d) "Web site Editing Tool" means the Network Solutions on-line design and editing tool that allows customers to access their Web site, add/modify content, upload images and make generic changes to their Web site.

(e) "Web Hosting Service" means the Web hosting services provided by a third party through Network Solutions as part of a monthly or annual Web site subscription.

2. Payment. In addition to the payment terms in Section 3 of the Agreement, the following provisions shall also apply solely with respect to the Subscription Service:

(a) Network Solutions, in its sole discretion, shall determine the prices it will charge for the Subscription Service, and the terms and conditions applicable to the same, and Network Solutions may, upon providing thirty (30) days' notice to you by e-mail or United States mail, amend such pricing and/or terms and conditions. If you do not agree to any such pricing and/or terms and conditions change(s), you may terminate your Subscription Service as provided herein within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for the new Subscription Service Fee (as defined in Section 2(b) below).

(b) Billing for the Subscription Service shall be by valid credit card (acceptable to Network Solutions) at the time of purchase at the fee set forth on our web site. Your monthly or annual payments for the Subscription Service shall be automatically charged to the credit card provided by you (and acceptable to Network Solutions) at the time of your purchase (with such payments being charged in advance on a monthly or annual basis, as applicable) each month or annually, as applicable ("Subscription Service Fee"), and you hereby agree that Network Solutions is authorized to so charge your credit card. Network Solutions, in its sole discretion, shall determine the prices it will charge for the Subscription Service, and the terms and conditions applicable to the same, and Network Solutions may, upon providing thirty (30) days notice to you, amend such pricing and/or terms and conditions. If you do not agree to the change(s), you may terminate this Agreement (or cancel your Subscription Service, as applicable) as provided herein within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Subscription Service Fee, on the next monthly or annual (as applicable) payment cycle.

3. File Size and Bandwidth Limitations. The following file size and bandwidth limitations apply to all Web sites offered by Network Solutions:

(a) File Size. You can upload an unlimited number of files to your Web site, provided that all files must comply with the following size limitations. All Image, Text and Document files have a 5 Megabyte limit (includes .gif, .jpg, .jpeg, .txt, .doc, .xls, .wri, .ppt, .dxf, .pdf and .psd files). All Media, Flash, and Compressed files have a 15 Megabyte limit (includes .mpg, .mp2, .mp3, .wav, .mid, .mov, .asf, .wma, .wmv, .avi, .mpeg, .rm, .ra, .swf, .zip and .sit files).

(b) Bandwidth. You and your Web site visitors can view and download the following amounts of content on your Web site per month: (i) 1 page Web site and Starter Package Web sites = 250 Megabytes per month; (ii) 5 page Web site = 1 Gigabytes per month; and (iii) 10 page Web site = 2 Gigabytes per month. Network Solutions reserves the right to (A) charge, and you agree to pay, an additional fee as determined by Network Solutions in its sole discretion, which fee shall not exceed US \$0.50 per Megabyte, for each Megabyte of usage that exceeds the bandwidth limitations set forth above, or (B) terminate your Web site and this Agreement if you exceed the bandwidth limitations set forth above.

4. Conduct. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule.

5. Cancellation. You may cancel your Subscription Service at any time. To cancel your Subscription Service you must submit your written notice of cancellation to Network Solutions (as provided herein) and include the following information: (i) Your Network Solutions customer identification number and username; (ii) the registered Domain Name associated with your Web site; and (iii) your reason for requesting cancellation. Unless otherwise agreed to in writing (in either paper or electronic form), your Subscription Service will be canceled as of the expiration of the monthly billing cycle in which your notice was received.

6. Term and Termination.

(a) Term. Your Subscription Service shall be either (i) on a month-to-month basis for successive monthly periods, or (ii) on a year-to-year basis for successive yearly periods, unless either party notifies the other of termination in accordance with this Agreement.

(b) Notice of Service Cancellation by You. Unless terminated earlier as provided herein, this Schedule, and the Agreement if you have no other services with Network Solutions, will be terminated as of the cancellation of your Subscription Service.

(c) Survival. In the event of expiration or termination of this Schedule or the Agreement for any reason, Sections 1 and 6 of this Schedule shall survive.

SCHEDULE P TO SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SUPERSTATS, COUNTER, BOARDSERVER, EZ POLLS AND GUESTBOOK SERVICES -- PURCHASED DIRECTLY FROM NETWORK SOLUTIONS OR PROVIDED FREE WITH A WEB SITE

In addition to the terms and conditions set forth on Schedule O, the following terms and conditions shall apply to all SuperStats, Counter, Boardserver, EZ Polls and Guestbook services purchased directly from Network Solutions or included free with a Web site purchased directly from Network Solutions. For purchases of any of these services through the MyComputer website storefront (currently located at the URL www.mycomputer.com), please see Schedule Q to the Agreement. All capitalized terms used herein, and not otherwise defined, shall have the meanings set forth on Schedule O.

1. Any services referenced herein that are purchased in connection with a Subscription Service shall be included in the definition of Subscription Service for purposes of the terms and conditions set forth in Schedule O.

2. Use of Information. You acknowledge and agree that we may (but are not obligated to) collect, store, use and/or publish information regarding, and data related to, your Web site, including, but not limited to, your domain name, URL and traffic counts. Possible uses of such information include, but are not limited to, marketing, the development and distribution of lists concerning traffic patterns of (or visits to) Web sites and Network Solutions member Web sites and for other general commercial purposes. Use of any personally identifiable information will be in accordance with Network Solutions' Privacy Policy.

3. Page View Limits. The SuperStats and Counter services are limited to One Hundred Thousand (100,000) page views per account per month. All Web site accounts exceeding such limit are subject to cancellation without notice.

4. Cancellation of Your Web site. Any termination of your Web site Subscription Service will result in the termination of your SuperStats, Counter, Boardserver, EZ Polls and/or Guestbook services, if applicable, and this Schedule, at the expiration of the monthly billing cycle in which your cancellation notice was received and processed by Network Solutions.

SCHEDULE Q TO SERVICE AGREEMENT

**ADDITIONAL TERMS APPLICABLE TO SUPERSTATS, COUNTER, BOARDSERVER, EZ POLLS
AND GUESTBOOK SERVICES -- PURCHASED DIRECTLY FROM NETWORK SOLUTIONS OR
PROVIDED FREE WITH A WEB SITE**

The following additional terms and conditions shall apply to the SuperStats, WatchDog, Counter, SubmitWizard, SiteMiner, Boardserver, EZpolls and GuestBook services purchased from the MyComputer Storefront. For purchases of any of these services directly through Network Solutions, please see Schedule P to this Agreement.

1. Definitions. "MyComputer Storefront" as used herein shall mean the website owned or operated by MyComputer.com, Inc. at the URL www.mycomputer.com, or its successor URL, through which an Internet user is able to apply for the services referenced in this Schedule.

2. Use of Information. You acknowledge and agree that we may (but are not obligated to) collect, store, use and/or publish information regarding, and data related to, your Web site, including, but not limited to, your domain name, URL and traffic counts. Possible uses of such information include, but are not limited to, marketing, the development and distribution of lists concerning traffic patterns of (or visits to) Web sites and Network Solutions member web sites and for other general commercial purposes. Use of any personally identifiable information will be in accordance with Network Solutions' Privacy Policy.

3. Page View Limits. The SuperStats and Counter services are limited to One Hundred Thousand (100,000) page views per account per month. All accounts exceeding such limit will be charged an overage charge as set forth on the MyComputer Storefront.

4. Registration and Billing.

(a) To receive the SuperStats, WatchDog, Counter, SubmitWizard, SiteMiner, Boardserver, EZpolls and/or GuestBook services you must submit and maintain on file with MyComputer.com certain registration data as requested by the MyComputer, Inc. online registration form for such services. Such registration data shall include, but not be limited to, your name, address, email address, website URLs, credit card number and other billing information. You must submit a separate online activation request for each service you are subscribing to. Network Solutions reserves the right, in its sole discretion, to refuse any registration or Service activation request for any reason or no reason. You represent that the registration information you supply to Network Solutions is true, complete and accurate. By submitting any information, you authorize Network Solutions to use such information in accordance with its privacy policy www.networksolutions.com/en_US/legal/privacy-policy.jhtml.

(b) You acknowledge that MyComputer, Inc. will bill you for all services you purchase.

(c) If you become a registered user of the MyComputer website, you will receive a password for accessing your account information. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur using your password or account. Please notify us immediately of any unauthorized use of your password or account or any other breach of security. Network Solutions and/or MyComputer is not liable for any loss that you may incur as a result of any third-party's use of your password or account.

5. Third-Party Beneficiary. For purposes of Section 3 of this Schedule, MyComputer, Inc. is an intended third-party beneficiary.

SCHEDULE R TO NETWORK SOLUTIONS SERVICE AGREEMENT

100-YEAR DOMAIN SERVICE

1. 100-Year Domain Service. When you purchase the Network Solutions 100-Year Domain Service for a new domain name registration through Network Solutions, we will initially register the relevant domain name for the maximum number of years allowed by the applicable registry. When you purchase the Network Solutions 100-Year Domain Service for a domain name that is currently registered through Network Solutions, we will initially renew the domain name for the maximum number of years allowed by the applicable registry. We will then automatically renew the domain name registration on an annual basis until you have received a total of 100 years of registration.

services from us for that domain name from the date of your purchase of the 100-Year Domain Service.

2. **Non-Transferable; Non-Refundable.** You acknowledge and agree that the 100-Year Domain Service will terminate if you transfer the domain name for which you purchased the service to another registrar. You acknowledge and agree that this service, like all other services we provide, is non-refundable upon termination.

3. **Other Services Affecting this Service.** You acknowledge and agree that our ability to provide the 100-Year Domain Service is dependent upon, among other things, the continued registration of the relevant domain name, and that any termination of that registration (for whatever reason) will result in the termination of the 100-Year Domain Service for that registration.

SCHEDULE S TO SERVICE AGREEMENT

CERTIFIED OFFER SERVICE

1. **Additional Terms; Definitions.** Except as specifically noted otherwise herein, the following additional terms and conditions apply to you if you use the Certified Offer Service ("COS") in any way. As used in this Schedule, the term "**Buyer**" means any person or entity that uses the COS to make an Offer to a domain name registrant to transfer to such person a domain name registration through the COS. As used in this Schedule, the term "**Seller**" means the registrant of the domain name and its agents (including the registrant's administrative contact) that is the subject of an offer from a Buyer. The domain name that is the subject of the COS is referred to in this Schedule as the "**Domain Name**." You agree that any offer, counter-offer, and/or acceptance of either of them by a Buyer or Seller, shall be subject to the terms and conditions of this Agreement (which includes the terms and conditions of this Schedule).

2. **Purpose of Certified Offer Service; Network Solutions' Participation.** You acknowledge and agree that the COS is intended to provide the Buyer and Seller with a means through which the Buyer and Seller may be able to come to an agreement regarding the transfer of the Domain Name for the payment of a fee from the Buyer to the Seller, and to facilitate any such transfer and the associated payment from the Buyer to the Seller, all in accordance with the terms of this Schedule. You acknowledge and agree that the terms of Section 10 of this Schedule set forth the legal agreement between the Buyer and the Seller, and that you have reviewed those provisions and find them to be acceptable to you. You acknowledge and agree that Network Solutions is not the agent of and is not acting as an agent for either the Seller or the Buyer, and that the Seller will look solely to the Buyer for fulfillment of the Buyer's obligations hereunder, and the Buyer will look solely to the Seller for fulfillment of the Seller's obligations hereunder. Neither the Buyer nor the Seller will look to Network Solutions for the fulfillment of the Buyer's or the Seller's obligations. Network Solutions' role in the COS is that of sending communications from the Buyer to the Seller and the Seller to the Buyer, providing the terms of the agreement between the Buyer and Seller, receiving funds from the Buyer, processing any necessary registrar transfer, processing the registrant name change, and sending payment to the Seller, all as set forth in this Schedule. You acknowledge and agree that Network Solutions is not a broker and will not negotiate on behalf of either party. You further acknowledge and agree that nothing in this Agreement or on our Web site shall be construed to mean that the Domain Name can be or is being assigned from one registrant to another - all Domain Name transfers are completed pursuant to the terms of the Registrant Name Change Agreement that forms a part of this Agreement.

3. **Third Party and Other Factors; No liability for Failed Transactions.** You acknowledge and agree that the successful transfer of the Domain Name and the associated payment of the selling price to the Seller through the COS are dependent upon many factors that are not within the control of Network Solutions, and that Network Solutions shall not be liable for the failure of any transaction, in whole or in part (including but not limited to failure of the Domain Name to be transferred or failure of a payment to be made), where such failure is caused by the actions or inactions of the Seller (including but not limited to breach by the Seller of its obligations to you or us under the COS), Buyer (including but not limited to breach by the Buyer of its obligations to you or us under the COS) or other third party. For example, a Seller whose domain name registration is sponsored by a registrar other than Network Solutions must approve a transfer of the domain name sponsorship to Network Solutions before a transaction between the Seller and Buyer can be completed. If the Seller in that situation does not approve the transfer after agreeing to sell the domain name registration, or the

Domain Name cannot be transferred because it is in a lock status or has not been registered at the current registrar for more than sixty (60) days, then the transaction cannot be completed (and no money will be paid to the Seller). For further example, where a Buyer fails to sign and return to us a required credit card authorization form (so that we can obtain funds from the Buyer) after agreeing to buy a domain name registration, then the transaction cannot be completed (and the Domain Name will not be transferred to the Buyer).

4. Indemnification by You. In addition to your other obligations of indemnification under this Agreement, you agree to indemnify, defend and hold harmless Network Solutions, its parent and subsidiary companies, and their respective officers, directors, members, shareholders, affiliates, agents, employees and assigns from and against any and all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of the termination of the COS by the Seller, the Buyer or Network Solutions (where Network Solutions is permitted to so terminate under the terms of this Agreement), or the failure of any transaction whether caused by the Seller, Buyer, or Network Solutions (except where such failure is the result of Network Solutions' material breach of this Agreement).

5. Third Party Disputes Concerning Process or Actions. In the event the COS is terminated by Network Solutions as a result of a claim by a third party that the COS process or the actions of the Seller or Buyer violate(s) that third party's rights, Network Solutions is authorized, but not obligated, to refund to the Buyer all funds paid by the Buyer to Network Solutions in connection with the COS and to transfer the registration of the Domain Name to the Seller, and/or "lock" the Domain Name until such time as any pending dispute concerning the Domain Name is resolved (as evidenced by an agreement between the applicable parties or an order of a court).

6. Your Additional Representations and Warranties; Intellectual Property Rights; Our Disclaimer. You represent and warrant that your use of the COS, including but not limited to your purchase or attempt to purchase, your sale or attempt to sell, your transfer or attempt to transfer, and your registration or attempt to register the Domain Name will not and does not infringe the rights of any third party (including but not limited to the intellectual property rights of any third party). You represent and warrant that you will take all steps necessary to fulfill your obligations under this Agreement and to complete the transaction contemplated by this Schedule. We make no representation or warranty as to the status of the Domain Name, including whether or not the Domain Name or your actions in purchasing, selling, transferring or registering the Domain Name infringes or will infringe on any other party's rights. It is your responsibility to ensure that the Domain Name and your actions do not and will not infringe on any other party's rights. Further, in addition to its other disclaimers in the Agreement, Network Solutions disclaims any liability with respect to the terms of the agreement between the Seller and the Buyer set out in Section 10, and Network Solutions makes no representation or warranty that the terms of that agreement are adequate to meet your needs or to provide you with the legal rights, protections and obligations that are best for you. If you do not wish to use the terms of Section 10 for your agreement with the Seller or the Buyer, you should not use this service.

7. Termination by Network Solutions; No Liability. You agree that Network Solutions may terminate the COS at any time (and at any stage in the process), without liability to either Seller or Buyer, if, at any time,: (1) the Buyer or Seller fails to fulfill any of its obligations under this Agreement; (2) Network Solutions believes the Buyer is or may be using a stolen or unauthorized credit card; (3) Network Solutions believes the Buyer or Seller may be acting in fraudulent or unauthorized manner, a manner that may subject Network Solutions to a claim by a third party, or otherwise in a manner that violates any law, Network Solutions policy, this Agreement, or any right of a third party; or (4) Network Solutions receives a complaint from a third party that the Seller or the Buyer is violating any law, Network Solutions policy, this Agreement, or any right of a third party. In the event Network Solutions terminates the COS as provided herein, Network Solutions shall have no liability to the Buyer or the Seller for such termination, and Network Solutions shall be permitted, but not obligated, to transfer the Domain Name back to the Seller as registrant and to return to the Buyer any of the Buyer's funds still in Network Solutions' possession.

8. Terms for the Buyer. The following additional terms apply only to the Buyer. The Buyer agrees to the following additional terms in this Section:

A. COS Offer Fee; Non-Refundable; Exceptions. You will use the COS to make an offer via email to a Seller to pay to the Seller the offer price selected by you (the "Offer Price") in exchange for the Seller's agreement to transfer the Domain Name to you through the COS. You will pay the non-refundable COS offer fee set forth on our Web site at the time you make your offer. This fee will be paid by you and is non-refundable regardless of whether or not your offer is accepted by the Seller or

the Domain Name is transferred to you (but we will not charge you the fee if it is not possible to send your offer because, for example, there is no email listed for the Seller in the Whois database).

B. Nature of Your Offer and Any Counter-Offer. We will send your offer via email to the email address of the administrative contact of the registrant as reflected in the Whois database of the registrar currently sponsoring the Domain Name. You acknowledge that the information in the Whois database might not be accurate and that we have no obligation to and will not confirm the accuracy of any Whois information. Your offer will remain valid and binding on you for a period of seven (7) calendar days from the date of your offer, unless the transaction is terminated by Network Solutions, or the Seller accepts or rejects your offer (the "Offer Period"). You may not and will not attempt to revoke your offer during the Offer Period. Your offer will automatically terminate upon expiration of the Offer Period. If the Seller makes a counter-offer, we will send you an email containing the Seller's counter-offer price (or minimal acceptable price) (the "Counter-offer Price"), which you may accept or reject so long as the counter-offer has not been terminated (the "Counter-offer Period").

C. Acceptance of Offer or Counter-Offer; Process. If the Seller accepts your offer during the Offer Period, or if you accept the Seller's counter-offer during the Counter-offer Period, we will notify you via email, and: (1) You will immediately pay to Network Solutions, and Network Solutions is authorized to charge your credit card in the amount of (i) for the benefit of the Seller, the Offer Price or Counter-offer Price, as applicable, and (ii) the transaction fee set forth on our Web site at the time you make the offer (collectively, the "Total Price"); and (2) You will complete, sign and return to Network Solutions, in the time-frame specified by Network Solutions, any and all paperwork sent to you by us to complete the transaction contemplated by this Agreement, including but not limited to a form confirming your authorization to us to charge your credit card for the Total Fees. Upon fulfillment of your obligations set forth above, Network Solutions will initiate a transfer of the sponsorship of the Domain Name to Network Solutions as registrar (with the Seller as registrant of the Domain Name), if the Domain Name is not then-currently sponsored by Network Solutions as registrar, or will move the Domain Name into a new account for the Seller. Once the domain name is sponsored by Network Solutions as registrar and in a new account for the Seller, the Domain Name will be placed in a "lock" status. Network Solutions will then change the registrant of the Domain Name to the Buyer (or to the person or entity directed by the Buyer). After any successful change of registrant as contemplated herein, Network Solutions will pay to the Seller (as listed in the Whois database for the Domain Name at issue), from the funds received by the Buyer, the Offer Price or Counter-offer Price, as applicable.

D. Rejection or Termination of Offer or Counter-Offer. If the Seller rejects your offer without making a counter-offer or fails to respond to your offer during the Offer Period, the COS will immediately terminate. If you reject a counter-offer made by the Seller or fail to respond to a counter-offer during the Counter-offer Period, the COS will immediately terminate.

E. 60-Day No Transfer Requirement. For a period of sixty (60) days following any successful transfer of the Domain Name, you agree not transfer or attempt to transfer the Domain Name to another person or to another registrar, and Network Solutions is authorized to deny any request for such a transfer.

F. Domain Name Transfer and Registration Subject to Service Agreement. Through the COS, you are applying to transfer and register the Domain Name to the Buyer with Network Solutions as the sponsoring registrar. Any successful transfer and subsequent registration of the Domain Name to the Buyer is governed by the terms and conditions of this Agreement (which includes the General Terms and Conditions and the Schedules applicable to domain name registrations and registrant name changes).

G. Disclosure of Buyer Information. During the transaction contemplated by the COS, we will not disclose your identity to the Seller or any third party, unless the COS is terminated by Network Solutions as a result of a third party claim concerning the COS, the Domain Name, or the Seller or Buyer, or as a result of your failure to fulfill any of your obligations under this Agreement to us or to the Seller, or as a result of a claim by the Seller that you have not fulfilled your obligations under this Agreement. Additionally, after the completion of any Domain Name transfer hereunder, we are permitted but not obligated to disclose your identity and contact information to the Seller or as otherwise provided in this Agreement.

H. Value Assessment. You acknowledge and agree that the Value Assessment Tool available as part of the COS is designed to be a helpful tool only, and that it is your responsibility to determine the Offer Price (or Counter-offer Price) that is appropriate for you and the Domain Name in question.

I. Tax Consequences. You agree that you are responsible for complying with all tax filings, certifications, notices, rules and regulations, arising out of your actions as a Buyer through the COS, including the payment of any sales, use, value-added or other taxes, assessed or due in connection with your payment of the Offer Price or Counter-offer Price, as applicable, to the Seller (through Network Solutions) and the filing of any required forms or returns with the appropriate authorities in connection therewith.

J. Suspension of Your Account; Transfer of Domain Name to Network Solutions. In addition to all other remedies available at law or in equity, Network Solutions shall have the right, but not the obligation, to (i) suspend your account with Network Solutions indefinitely (which will suspend all other services you may have with us in your account) until payment is received by you in accordance with your obligations under this Schedule, and (ii) transfer the Domain Name to Network Solutions as registrant if you do not make required payments under this Schedule within three (3) business days after notice is sent via email to you from Network Solutions that such payment is owed.

9. Terms for the Seller. The following additional terms apply only to the Seller. The Seller agrees to the following additional terms in this Section:

A. Acceptance of Offer or Counter-Offer; Process. You may accept, reject or make a counter-offer (as described below) to the Buyer's offer so long as the offer has not been terminated (the "Offer Period"). If you accept the Buyer's offer during the Offer Period, Network Solutions will inform the Buyer of your acceptance via email, and will attempt to obtain funds from the Buyer via credit card to pay the offer price (the "Offer Price") and Network Solutions' transaction fee. If you make a counter-offer to the Buyer and the counter-offer is accepted by the Buyer, Network Solutions will inform you via email of the Buyer's acceptance of the counter-offer, and Network Solutions will attempt to obtain funds from the Buyer via credit card to pay the counter-offer price (sometimes referred to as the minimum acceptable price) (the "Counter-offer Price") and Network Solutions' transaction fee. You acknowledge and agree that in either case Network Solutions must first obtain sufficient funds from the Buyer before a transaction can be completed, and that failure of the Buyer to deposit sufficient funds with Network Solutions shall be grounds for Network Solutions to terminate the COS. After sufficient funds have been obtained from the Buyer, Network Solutions will attempt to move the Domain Name to a new account with Network Solutions where you will still be the registrant. If the Domain Name is being sponsored by another registrar, Network Solutions will first initiate a transfer of the Domain Name to Network Solutions as registrar. Once the Domain Name is registered with Network Solutions as registrar and in a new account with you as the registrant, Network Solutions will change the registrant of the Domain Name to the Buyer (or as directed by the Buyer). After any successful change of registrant as contemplated herein, Network Solutions will pay to the Seller (as listed in the Whois database for the Domain Name at issue), from the funds received by the Buyer, the Offer Price or Counter-offer Price, as applicable. If an offer or counter-offer is accepted, you will properly respond to and complete any and all emails and/or documentation sent to you from Network Solutions or your current registrar concerning the transfer of your domain name, and otherwise take all steps necessary, to effect the transfer of the Domain Name to Network Solutions as registrar (where the Domain Name is sponsored by another registrar) and to the Buyer as registrant. Upon fulfillment of your obligations set forth above, and the deposit of sufficient funds by the Buyer, Network Solutions will send you a check for the Buyer's payment of the Offer Price or Counter-offer Price, as applicable.

B. Nature of Your Counter-Offer. We will send your counter-offer, if any, via email to the Buyer at the email address provided by the Buyer. Your counter-offer serves as a rejection of the Buyer's offer. You acknowledge and agree that if the email address provided by the Buyer is not accurate or valid, the counter-offer will not reach the Buyer. Your counter-offer will remain valid and binding on you for a period of seven (7) calendar days from the date of your counter-offer, unless the transaction is terminated by Network Solutions, or the Buyer accepts or rejects your counter-offer (the "Counter-offer Period"). You may not and will not attempt to revoke your counter-offer during the Counter-offer Period. Your counter-offer will automatically terminate upon expiration of the Counter-offer Period.

C. No Changes After Acceptance or Counter-Offer. You will not attempt to transfer or change the registrant for the Domain Name after accepting an offer or making a counter-offer, except as instructed by Network Solutions or if notified by Network Solutions that the Counter-offer Period has expired.

D. Rejection or Termination of Counter-Offer. If the Buyer rejects your counter-offer or fails to respond to your counter-offer during the Counter-offer Period, the COS will immediately terminate.

E. Additional Seller Representations and Warranties. You represent and warrant that as of the

time you accept an offer or make a counter-offer you are the current registrant of the Domain Name (or the current registrant's authorized agent) with full authority to enter into this agreement and to sell and transfer the Domain Name to the Buyer as contemplated herein, and that you have not and will not do anything to change the registrant or current registrar of the Domain Name except as instructed by Network Solutions or if notified by Network Solutions that the Counter-offer Period has expired.

F. Change of Registrar, Domain Name Registration, and Registrant Name Change Subject to Service Agreement. Through the COS, you are applying to transfer, if applicable, and register the Domain Name with Network Solutions as registrar, and to then transfer the Domain Name to the Buyer with Network Solutions as the sponsoring registrar. Any successful change of registrar and registration of the Domain Name with Network Solutions, and transfer and subsequent registration of the Domain Name to the Buyer is governed by the terms and conditions of this Agreement (which includes the General Terms and Conditions and the Schedules applicable to domain name registrations, change of registrar, and registrant name changes).

G. Disclosure of Buyer Information. During the transaction contemplated by the COS, we will not disclose the Identity of the Buyer except as otherwise permitted in this Agreement.

H. Tax Consequences. You agree that you are responsible for complying with all tax filings, certifications, notices, rules and regulations, arising out of your actions as a Seller through the COS, including the payment of any sales, use, value-added or other taxes, assessed or due in connection with your receipt of payment of the Offer Price or Counter-offer Price, as applicable, from the Buyer (through Network Solutions) and the filing of any required forms or returns with the appropriate authorities in connection therewith.

10. Terms Between Buyer and Seller. The following terms and conditions apply between the Buyer and Seller (unless defined in this Section, capitalized terms shall have the meaning assigned to them elsewhere in this Schedule):

A. Buyer's Rights and Obligations to Seller. By making an offer through the COS, the Buyer offers to pay to the Seller (through Network Solutions) the offer price listed in the email communication sent to the Seller by Network Solutions through the COS in exchange for the Seller's agreement to transfer the Domain Name to the Buyer. The Buyer further agrees to keep the Buyer's offer open and valid for a period of seven (7) days from the date of the offer, unless the offer is accepted or rejected sooner (the "Offer Acceptance Period"). If the offer is accepted by the Seller within the Offer Acceptance Period in the manner provided for through the COS, or if the Seller makes a counter-offer which is accepted by the Buyer within the Counter-Offer Acceptance Period (defined below) in the manner provided for through the COS, the Buyer agrees to pay the Seller the offer price or counter-offer price, as applicable, by depositing sufficient funds via credit card with Network Solutions to cover the offer price or counter-offer price, as applicable, and any transaction fee owed by the Buyer to Network Solutions, and to take all other steps described in the COS process and the agreement between Buyer and Network Solutions to permit completion of the transaction. Buyer agrees that in addition to Seller's other rights and remedies, Seller shall be permitted to seek a re-transfer of the Domain Name to Seller if at any time during or after the transaction provided for through the COS, Buyer fails to deposit sufficient funds or the Buyer's funds are determined to be insufficient to pay the payments for which the Buyer is obligated under the terms of this Schedule, and Buyer hereby consents to any such re-transfer.

B. Seller's Rights and Obligations to Buyer. By accepting an offer within the Offer Acceptance Period or making a counter-offer through the COS that is accepted by the Buyer during the Counter-Offer Acceptance Period (defined below), in either case in the manner provided for through the COS, the Seller agrees to transfer the Domain Name to the Buyer (or the Buyer's designee) in exchange for the Buyer's agreement to pay the Seller and fulfill the Buyer's other obligations as set forth in 10A above. The Seller further agrees to keep the Seller's counter-offer, if any, open and valid for a period of seven (7) days from the date of the counter-offer, unless the counter-offer is accepted or rejected sooner (the "Counter-Offer Acceptance Period"). If the Seller accepts the Buyer's offer or the Buyer accepts the Seller's counter-offer, Seller further agrees to fulfill its obligations described in the COS process and the agreement between Seller and Network Solutions to permit completion of the transaction. The Seller shall provide the Buyer, upon request by the Buyer, with the information necessary for the Buyer to fulfill its obligations, if any, related to tax filings and/or certifications in connection with the payment being made to Seller hereunder.

C. Representations of the Parties to One Another. The Seller (or the person acting on behalf of the Seller) represents and warrants to the Buyer, and the Buyer (or the person acting on behalf of the

Buyer) represents and warrants to the Seller, that he/she/it is authorized to agree to the terms set forth in this Schedule and to do all things necessary to complete the transaction contemplated by the COS, and that he/she/it will take all steps necessary to fulfill his/her/its obligations to the other party and to Network Solutions.

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